



STATE OF TENNESSEE  
 DEPARTMENT OF FINANCE AND ADMINISTRATION  
**AMENDMENT # 4**  
**RFP # 317.03-165**

December 14, 2007

The subject RFP is hereby amended as follows.

**A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.**

EVENT	TIME	DATE ( <u>all</u> dates are state business days)	UPDATED/ CONFIRMED
1. State Issues RFP		November 2, 2007	CONFIRMED
2. Disability Accommodation Request Deadline		November 9, 2007	CONFIRMED
3. Pre-proposal Conference	9:00 am	November 14, 2007	CONFIRMED
4. Notice of Intent to Propose Deadline		November 20, 2007	CONFIRMED
5. Written Comments Deadline		November 27, 2007	CONFIRMED
6. State Responds to Written Comments		December 12, 2007	CONFIRMED
7. Proposal Deadline	2:00 p.m.	December 27, 2007	UPDATED
8. Schedule Oral Presentations		January 3-4, 2008	UPDATED
9. State Completes Technical Proposal Evaluations		January 14, 2008	UPDATED
10. Oral Presentations		January 15, 2008 – January 23, 2008	UPDATED
11. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	January 30, 2008	CONFIRMED
12. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	February 5, 2008	CONFIRMED
13. Contract Signing		February 14, 2008	CONFIRMED
14. Contract Signature Deadline		February 19, 2008	CONFIRMED

15. Contract Start Date		February 20, 2008	CONFIRMED
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**B. Informational Note:**

Due to budgetary constraints and projected revenue shortages, the State will reject any Proposal with an RFP Attachment 6.4, Part A Cost Proposal & Scoring Guide, Part A - Evaluation Cost Amount greater than four million dollars (\$4,000,000). See RFP Section 1.1, RFP Section 3.3.7, and RFP Attachment 6.4, Part A Cost Proposal & Scoring Guide in the amended RFP below.

- C. Delete RFP 317.03-165, Release Number 3 in its entirety and replace the document with RFP 317.03-165, Release Number 4 revised December 14, 2007 (attached hereto).

NOTE: ALL revisions from the previously released RFP document will be emphasized in the attached document as follows. (1) The sentence or paragraph involving any revision in which text is replaced with new text or new text is simply added will be highlighted in yellow. (2) The location of any revision in which text is deleted but not replaced will be denoted by the words, "**TEXT DELETED**" in bold red caps inserted in the place of the text that is deleted but not replaced.



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION

REQUEST FOR PROPOSALS  
FOR  
DATA CENTER MIGRATION PLANNING

RFP NUMBER: 317.03-165

December 14, 2007  
Release Number 4

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## 1 INTRODUCTION

### 1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for consulting services to plan, coordinate, and manage the State's migration from the current single data center to two new data centers.

**Due to budgetary constraints and projected revenue shortages, the State will reject any Proposal with an RFP Attachment 6.4, Part A Cost Proposal & Scoring Guide, Part A - Evaluation Cost Amount greater than four million dollars (\$4,000,000).**

- 1.1.1 The Data Center Migration Planning Project is comprised of ten integrated Sub-Projects, all with the common goal of moving from a single data center design to a dual data center design. This effort

includes the design of the physical architecture and operational functions of the new Command Center.

The ten Data Center Sub-Projects and their descriptions are listed below. However, vendors should note that this RFP will only address five of the ten Sub-Projects, as indicated by the parenthetical notes; the five Sub-Projects not addressed by this RFP will be managed separately by the State. For specific State and Contractor responsibilities for the following Sub-Projects, see *pro forma* Contract, Section A.2 and associated Contract Attachment references.

1. Application & Data Architecture (ADA) - The purpose of this sub-project is to design comprehensive data center architecture as part of the New Data Center Program. The data center architecture will be designed to minimize the impact of disaster scenarios through an architecture that helps mitigate risks and also provides tools and technologies that expedite recovery. The data center architecture design will be a key part of the State of Tennessee strategy for regulatory compliance, and protection and management of data. The new data center architecture will also be an agile infrastructure that can incorporate ongoing improvements in computer, storage, networking and application technologies, and empowers the Office for Information Resources (OIR) to support changing business processes.
2. Asset & Configuration Management (ACM) - The purpose of the Asset & Configuration Management sub-project is to provide a complete, multi-dimensional (physical and logical) assessment, discovery, and inventory of all existing State-Agency systems supported by the Data Center. Included in this project is the development of a discovery methodology that utilizes the States' auto discovery tools, collection of all physical and logical system information, loading of data into the State of Tennessee asset management system, and a change management process to keep the data current going forward.
3. Network - Design and implementation of the core Data Center networks and redundant Wide Area Network (WAN) connectivity to outside resources to include the Nashville Metropolitan Area Network (MAN), Tennessee Information Infrastructure (TNII), and the Internet as well as redundant front-end and back-end connections between the two (2) Centers.
4. Operations Management (OM) – This sub-project includes the physical layout, hardware and software systems, processes and procedures to establish a Command Center as the focal point for 24 hours per day direction and control of all operations within the Office for Information Resources. The Command Center will provide 24 hours per day operational, direction, performance monitoring, customer communications, incident management, and problem management. The Command Center will be developed to address:
  - a. Initial Customer interface and triage
  - b. incident ownership and resolution
  - c. problem ownership and resolution
  - d. network and security monitoring
  - e. outsourced services monitoring
  - f. the change control and management processes for systems and networks
  - g. maintenance scheduling management;
  - h. service level management/trend analysis

The project will be accomplished in two major phases:

**Phase I** – Initial capability, will concentrate on enhanced monitoring of systems, proof of concept, change control process development and implementation, OIR operational process and procedure development and verification and improvement. As level 2 trained technical staff becomes available, those additional functions will stand up in the Operations Command Center. Present planning has requested this additional staffing in the FY09 budget.

**Phase II** – Physical move of the Operations Command Center from the 17<sup>th</sup> floor of the William R. Snodgrass building into the new Data Center Building located at the R.S. Gass campus. Phase II will also include Full Enterprise Control and will expand the role of the Command Center to full operational duties outlined in this document.

OIR presently has a Network Operations and Security Center (NOSC) which is a 24 hour per day interface with the customer community, providing first level help desk functions, (password resets, trouble ticket initiation and documentation, incident assignment and limited follow up etc..) very limited problem resolution and level 2 problem assessment services. The Operations Command Center will build on the NOSC by increasing internal and external communications, level two support, problem triage, and problem ownership. The present monitoring functions will be enhanced to add security and additional levels of network and server monitoring along with event correlation. A new organizational change management function will be created with appropriate processes and procedures to ensure all changes are well documented, approved, and executed. Today's mainframe production control function will move into the Operations Command Center and expand to include control of the distributed environment. In total the Operations Command Center will oversee and coordinate all operations within OIR. This new innovation in management combines the classic network control functions with computer management into a true enterprise and systematic approach to operations to serve the OIR customer.

5. Physical Move & Migration (PhysM) - The purpose of this sub-project is to plan the physical move of equipment, and migrate applications / data from the existing data center into the two new data centers. Included in this project are planning the new data center architecture implementation, designing a systematic process that encompasses planning, coordination, migrating applications and data, and planning, managing, and monitoring the physical move of servers along with all associated system components. The manpower and resources required to move and transport equipment to the new Data Centers is not included in this RFP.
6. Telephone System (TS) **(Not Included in this RFP)** - Design and implement voice services for the two new data centers.
  - a. Voice service for each data center to include:
    - i. Internal communication
    - ii. Inter-facility communication
    - iii. State network communication
    - iv. Public Switched Telephone Network (PSTN) access for local and long distance service
7. Construction **(Not Included in this RFP)** This sub-project will construct two new 35,000 square feet Tier III data centers approximately 25 miles apart to meet the State's requirements. We expect the construction to take approximately two years to complete. The Tier III data centers will meet standards set by the Uptime Institute for infrastructure and system availability and meet a 99.98% availability requirement. For details and additional information on the Uptime Institute and Tier classifications and definitions please refer to the following link:  
[http://www.uptimeinstitute.org/wp\\_pdf/TUI705DTierClassification\\_WP.pdf](http://www.uptimeinstitute.org/wp_pdf/TUI705DTierClassification_WP.pdf)
8. Cost Recovery **(Not Included in this RFP)** - This sub-project will provide the reporting, audit and cost recovery function for the Data Center Program.
9. MAN Re-engineering **(Not Included in this RFP)** - This sub-project will re-engineer the MAN core network to enable elimination of the current Data Center when two (2) new data centers come on-line. All buildings on the MAN currently are dual-homed to the Data Center and Tennessee Tower, which form the core MAN network. A new core interface will be created in another building on the MAN to enable elimination of the Data Center. Other existing outside connections will be migrated to either the new MAN core connections or one of the new data centers.
10. Plant Maintenance **(Not Included in this RFP)** – This sub-project will manage, maintain, monitor, and measure a data center infrastructure that supports the Uptime Institute Tier 3 standards for availability and performance. Develop process, procedures, and controls to maintain cost effective

solutions that support the overarching goal. Tier III Data Center - Multiple power and cooling distribution paths. These data centers have one active path with redundant components. They are concurrently maintainable – with a 99.982% availability target. Planned site maintenance can be performed on Tier III data centers without causing any disruptions. Thus, preventative maintenance, testing, and repair can be scheduled and carried out without shutting down the infrastructure. Tier III data centers have N+1 capacity design. However, due to their multiple paths for power and cooling, annual IT downtime is significantly lower.

1.1.2 The following Sub-Project is considered by the State to be desirable, but optional:

- Network

All Proposers must propose costs for this Sub-Project as a part of their Cost Proposal. However, the State reserves the right to remove this Sub-Project, in whole or in part by phase or deliverable(s), as determined solely by the State, from the Contract after an award has been made under this RFP and prior to the Contract signature process.

1.1.3 There are critical dates in the Data Center Migration Planning Project; these are listed below:

1. The Data Center Migration Planning Project must start **within two (2) weeks of Contract Signing**.
2. Deliverables for Contract Attachment C, Section C.2.b, Deliverables 1, 2, 4, 5, 6, and 7, must be completed by **July 31, 2008**. Deliverables shall be deemed complete when the State has approved the deliverables in writing.
3. The Implementation of the Physical Move & Migration Sub-Project must be completed by **November 1, 2010**. The Physical Move Implementation will be deemed complete when the State has given the Contractor written approval of the Final **Implemented Architecture Documentation** (Contract Attachment G, Section G.3, deliverable B.5).

The vendor must make its best efforts to meet these dates. With regard to items 2 and 3 above, Proposers must treat these dates as fixed deadlines and take these deadlines into account as they construct their Technical and Cost Proposals in response to this RFP.

1.1.4. Proposers to this RFP will be required to make an oral presentation to the Evaluation Team as a part of the Technical Proposal evaluation process. A general description of where the Oral Presentation fits in the overall evaluation process appears in RFP Section 5.2.2. The minimum points to be covered in this presentation are listed in RFP Attachment 6.3, Section D. An agenda for the presentation, along with an Oral Presentation Script, is given in RFP Attachment 6.6.

1.1.5. The vendor shall provide the services required by this RFP within the context of the technical environment described by the *Tennessee Information Resources Architecture* (sometimes referred to as the technical architecture). The vendor may request a copy of the technical architecture by submitting a written request (email will suffice) to the RFP Coordinator listed in RFP Section 1.5.1.1.

## 1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

## 1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Emily M. Passino, Ph.D.  
 Senior Management Consultant  
 F&A / Office of Consulting Services  
 Snodgrass TN Tower, 12<sup>th</sup> Floor  
 Nashville, TN 37243-1700  
 Phone: 615.741.6030 ~ Fax: 615.532.1892  
[http://www.state.tn.us/finance/rds/consulting\\_services\\_home.html](http://www.state.tn.us/finance/rds/consulting_services_home.html)

#### **1.4 Assistance to Proposers With a Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

#### **1.5 RFP Communications**

##### **1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**

##### **1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.**

Marga Rivenbark  
 Department of Finance and Administration  
 17<sup>th</sup> Floor, Wm. R. Snodgrass Tennessee Tower  
 312 8<sup>th</sup> Avenue North  
 Nashville, Tennessee 37243  
 (615) 253-5247 Fax (615) 741-6164  
[marga.rivenbark@state.tn.us](mailto:marga.rivenbark@state.tn.us)

##### **1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.**

##### **1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:**

RFP – 317.03-165

##### **1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.**

##### **1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the**

method of dispatch. Actual or electronic “postmarking” of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State’s official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). The State will publish documents pertaining to this procurement effort on the following website:  
  
<http://state.tn.us/finance/oir/pcm/rfps.html>
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State’s written consent to rely thereon.

## 1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer’s name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- email address of the contact person

**NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).**

## 1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer’s failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

## 1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions



will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

MultiMedia Room

WM Snodgrass Tenn Tower  
312 8th Avenue North  
Nashville, TN 37243

## 2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b> (all dates are state business days)
1. State Issues RFP		November 2, 2007
2. Disability Accommodation Request Deadline		November 9, 2007
3. Pre-proposal Conference	9:00 am	November 14, 2007
4. Notice of Intent to Propose Deadline		November 20, 2007
5. Written Comments Deadline		November 27, 2007
6. State Responds to Written Comments		December 12, 2007
7. Proposal Deadline	2:00 p.m.	December 27, 2007
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11. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	January 30, 2008
12. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	February 5, 2008
13. Contract Signing		February 14, 2008
14. Contract Signature Deadline		February 19, 2008
15. Contract Start Date		February 20, 2008

### 3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

#### 3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit, in hardcopy form, one (1) original and ten (10) copies of the Technical Proposal. The State also requires ten (10) CD copies of the Technical Proposal. The hardcopies and CDs must be submitted to the State in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP- 317.03-165 – Do Not Open”**

In the case of a discrepancy between the hardcopy RFP version and a CD version, the hardcopy will take precedence over the CD copies.

**IMPORTANT NOTE: Do not include cost proposal information of any kind in the hard or soft copies of the Technical Proposal.**

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to RFP- 317.03-165 – Do Not Open”**

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-165”**

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Marga Rivenbark  
Dept. of Finance and Administration  
17<sup>th</sup> Floor, Snodgrass TN Tower  
312 8<sup>th</sup> Ave N  
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

#### 3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

**NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.**

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" paper (although foldouts containing charts, spreadsheets, and oversized exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

### **3.3 Cost Proposal**

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.
- 3.3.7 **The RFP Attachment 6.4, Part A Cost Proposal & Scoring Guide, Part A - Evaluation Cost Amount must not be greater than four million dollars (\$4,000,000). Otherwise, the State shall determine the proposal to be non-responsive and reject it.**

## **4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

### **4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

### **4.2 RFP Amendment and Cancellation**

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

### **4.3 Proposal Prohibitions and Right of Rejection**

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer’s own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
  - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
  - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
  - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
  - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
  - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

#### **4.4 Incorrect Proposal Information**

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.**

#### **4.6 Assignment and Subcontracting**

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

#### **4.7 Right to Refuse Personnel**

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

#### **4.8 Insurance**

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

#### **4.9 Licensure**

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

#### **4.10 Service Location and Work Space**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Normal State work hours are 8:00 a.m. to 4:30 p.m., with additional hours worked as necessary to meet project deadlines. All work performed on the State's premises shall be completed during the State's standard business hours, unless otherwise agreed to by the State.

#### **4.11 Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

#### **4.12 Proposal Errors and Amendments**

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### **4.13 Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### **4.14 Disclosure of Proposal Contents**

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

#### **4.15 Contractor Registration**

All service contractors with state of Tennessee contracts must be registered as a potential State contractor prior to contract approval. However, registration with the state is **not** required to make a proposal. Any unregistered service provider must simply register as required prior to the final contract approval. Refer to the following Internet URL for more information about the contractor registration. [www.state.tn.us/finance/rds/ocr/register.html](http://www.state.tn.us/finance/rds/ocr/register.html)

#### **4.16 Contract Approval**

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

#### **4.17 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

#### **4.18 Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### **4.19 Contract Amendment**

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the



head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

#### **4.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 5 PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	20
Oral Presentation	10
Cost Proposal	30

### 5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal scoring is completed, apparent responsive Proposers will be required to make an oral presentation to the State's Evaluation Team.
- 5.2.2.1 The State will randomly select the order of presentation and contact each Proposer with that Proposer's assigned date and time during the timeframe for scheduling Oral Presentations, as detailed in RFP Section 2, Schedule of Events.
- 5.2.2.2 The Proposal Evaluation Team will evaluate each Oral Presentation, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Section D.

- 5.2.2.3 Agenda and Oral Presentation Script. An agenda for the Oral Presentation and an Oral Presentation Script is included as RFP Attachment 6.6. The demonstration must be executed in accordance with the agenda. The time frames specified should be followed as closely as possible. This is required in order to provide equal demonstration time and ensure a fair evaluation process across vendors.

The script specifies the requirements and processes that the State expects to be presented in each session.

- 5.2.2.4 State Facilitator. The State will provide a facilitator for each Oral Presentation, and, for consistency, this shall be the same individual for all demonstrating vendors. The State facilitator's responsibilities shall include, but not be limited to, the following:
- monitor the agenda and signal the presenter when time is short or it appears that the schedule for the current session will not be met;
  - monitor the timing of evaluator questions to best accommodate the vendor being able to complete the presentation on each topic.

The State Facilitator's responsibilities notwithstanding, it is the vendor's responsibility to ensure that the vendor's solution is presented in its best light and that all scripted demonstration topics have been addressed in a timely manner.

- 5.2.2.5 Equipment. The State will provide the following equipment:

- Projection screen
- Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment and computer to connect to the video projector for presentation purposes.

**Note: The State will not provide an internet connection and there will not be a printer available for the oral presentation.**

- 5.2.2.6 Attendees. The Oral Presentation will be open only to the scheduled Proposer, the Proposal Evaluation Team, the RFP Coordinator, and observers - functional and technical subject matter experts from their areas invited by the Proposal Evaluation Team to observe in the oral presentations. To ensure the competitive process is not compromised and to manage the presentation process efficiently, observers are not allowed to ask questions verbally, provide verbal input, or participate directly in the presentation. If observing subject matter experts have questions, they may submit them in writing to the State Facilitator or a member of the Evaluation Team, who will then ask the questions during the presentation on behalf of the observer. In addition, the State evaluators may, at their option, request consulting input from subject matter experts. In all cases, this will be done in writing through the RFP Coordinator, who shall provide the written responses to all evaluators. The evaluators may consider these written responses when they are assigning their Oral Presentation scores.

- 5.2.3 After the evaluation team has scored the Oral Presentations and the Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

- 5.2.4 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

### 5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving

the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

**ATTACHMENT 6.1****PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the “Contractor,” is for the provision of **Data Center Migration Planning Services**, as further defined in the “SCOPE OF SERVICES.”

The Contractor is **A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.**

Contractor Federal Employer Identification or Social Security Number: **ID NUMBER**

Contractor Place of Incorporation or Organization: **LOCATION**

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The tasks, services, and deliverables performed or provided for the Data Center Migration under this Contract shall be organized as “Sub-Projects” within the Global Data Center Migration Planning Project. The Sub-Projects shall be as follows:
  - A.2.a. Application & Data Architecture (ADA).  
The Contractor will deliver, the ADA Sub-Project in accordance with the phased approach described in Contract Attachment C. Attachment C also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment C.
  - A.2.b. Asset & Configuration Management (ACM).  
The Contractor will deliver, the ACM Sub-Project in accordance with the phased approach described in Contract Attachment D. Attachment D also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment D.
  - A.2.c. Network.  
The Contractor will deliver, the Network Sub-Project in accordance with the phased approach described in Contract Attachment E. Attachment E also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment E.
  - A.2.d. Operations Management (OM).

The Contractor will deliver, the OM Sub-Project in accordance with the phased approach described in Contract Attachment F. Attachment F also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment F.

A.2.e. Physical Move & Migration (PhysM).

The Contractor will deliver, the PhysM Sub-Project in accordance with the phased approach described in Contract Attachment G. Attachment G also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment G.

A.3. Each of the Sub-Projects listed in Section A.2 shall be managed in accordance with a work plan that breaks the tasks of the Sub-Project into three phases:

- a. Strategy – The Strategy Phase will consist of initiating and planning for the Data Center Program to include all sub-projects covered in this RFP.
- b. Detailed Design – The Detailed Phase will produce the comprehensive and iterative design and test deliverables for the Data Center Program to include all sub-projects covered in this RFP.
- c. Implementation – The Implementation Phase will provide for the plan and will implement the move and migration from a single data center architecture to a Tier III dual data center architecture.

Each Sub-Project work plan shall be a subset of the overall Data Center Migration Planning Master Project Work Plan, as described in Section A.4.a.

A.4. Overall Project Management.

A.4.a. Master Project Work Plan. The Contractor shall create a Master Project Work Plan that includes all known tasks for the duration of the project, including the critical path time line. The Master Project Work Plan shall reflect the State-approved implementation schedule and shall cover the entire project. Including each phase (Strategy, Detailed Design, and Implementation. The Master Project Work Plan shall be based on the Plan created in response to RFP Attachment 6.3, Section C, Item C.6 and updated during the Strategy Stage. The Master Project Work Plan shall be reviewed weekly with the State Project Manager and updated throughout the project to reflect current information, as a basis for subsequent project tasks.

The Master Project Work Plan shall include the following:

- Sub-Project Workplans. A separate Work Plan for each Sub-Project that is fully integrated with, and can be rolled up into, the Master Project Work Plan. Each Sub-Project Work Plan shall also include the following bulleted items. The Master Projection Work Plan and the Sub-Project Work Plans are referred to collectively as “Work Plans.”
- Work Breakdown Structure. A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables and milestones shall be provided.
- Timetables. The Work Plans shall provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections. A timetable shall be developed for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. This includes critical deadlines and milestones for Contractor and State

deliverables. The dates arrived at within the Work Plans must be mutually agreed upon between the State and the Contractor within thirty (30) calendar days of submission of the Master Project Work Plan, with the State having final authority for approval. **[WARNING: DO NOT INCLUDE ANY COST INFORMATION IN ANY WORK PLAN WHEN RESPONDING TO RFP ATTACHMENT 6.3 TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION C, ITEM C.6.]**

- Resource Loading. The plan will include assignment of Contractor personnel (including sub-contractor personnel, if applicable) and State personnel by task with estimated hours. Note that State personnel are defined both at the overall Global Data Center Migration project level and at the Sub-Project Level; see Contract Sections A.6.b and “Phase-Specific Resources – State Team” sections in each Sub-Project, Contract Attachments C through G. The Contractor shall ensure that the schedules of the project staff have been designed to guarantee timely completion of deliverables. A summary of total Contractor and State hours by phase is required.
- Critical Path. The Work Plans shall include a critical path with parallel and dependent project tasks.
- Assumptions and Constraints. The Contractor shall identify and document any assumptions or constraints that relate to the approved Work Plans. The Assumptions and Constraints document used to create the initial submitted Work Plans shall be updated during the Strategy Phase and throughout the project to reflect current information.

A.4.b. Requirement to Use Microsoft Project. The Contractor must use Microsoft Project version 2007 and the State's Microsoft Project Server, as the project management tool. The work plan and other pertinent deliverables shall be maintained using this tool.

A.4.c. Project Risks. The Contractor shall document potential project risks that could impact their ability to meet milestone dates in the Work Plans. The Contractor shall also document procedures for handling of potential and actual problems; this shall also include general plans for dealing with the slippage of critical dates.

A.5. Contractor Project Team

A.5.a Contract Project Team Composition

To support the Global Data Center Migration Planning Project and overall project management of the five Sub-Projects, the Contractor will provide, at a minimum, a team composed of the staff members listed in Contract Section A.5.a. The Contractor will have full responsibility for providing adequate staff to complete the project in the required time frame. The State may require additional Contractor staff members to support the Sub-Projects themselves, and these additional positions are defined in the Contract Attachments specific to each Sub-Project (See Contract Attachments C through G). Not all Sub-Project phases will require staff in addition to the roles listed in Section A.5.a. In such cases, the State has specified this under each section labeled “Phase-Specific Resources – Contractor Team.” This means that for a particular phase no Contractor personnel are required in addition to the staff roles and number of staff listed in this Section A.5.a. Note that this does NOT mean that no Contractor personnel at all are required in the phase in question.

i. One (1) Project Manager

- 10+ Years experience with the last 7 Years in this job class
- 10+ Years in managing data center migration projects

- 10+ years experience in Project Management Methodologies developing project plans; project work plans; communication, risk, issues, HR/staffing, and governance management plans; and providing routine status meetings/reports.
  - Expert knowledge of MS Project Server and SharePoint
  - Strong Communication Skills, written and verbal
- ii. One (1) Deputy Project Manager
- 7+ Years experience with the last 7 Years in this job class
  - 7+ Years in managing data center migration projects
  - 7+ years experience in Project Management Methodologies developing project plans; project work plans; communication, risk, issues, HR/staffing, and governance management plans; and providing routine status meetings/reports.
  - Expert knowledge of MS Project Server and SharePoint
  - Strong Communication Skills, written and verbal
- iii. One (1) Business Analyst
- 10+ Years analyzing business process and system requirements and must have participated in multiple data center migrations within the last 5 years
  - Expert knowledge of data center migration methodology and implementation technologies
  - Strong Communication Skills, written and verbal
- iv. One (1) Technical Architect
- 10+ Years experience with the last 7 Years in this job class
  - Expert knowledge of data center migration methodology and implementation technologies
  - Strong Communication Skills, written and verbal
  - Knowledge of MS Project Server and SharePoint
  - Proficient in simplifying and standardizing complex business processes and IT systems.
  - Must be organized, have an eye for detail, and be able to put ideas into tangible form
  - Familiarity with Zachman Framework
  - Able to designs complex systems at the component level, makes strategic technology choices, and directly supervises the quality of designs and implementation inside and between components Influence development managers to insure appropriate levels of quality on owned architecture(s).
  - Developing and/or maintaining application architecture artifacts including application
  - Providing technical leadership to the application development teams
  - Performing design and code reviews
  - Providing guidance on open source solutions, industry best practices, and technical trends
  - Assisting with the development of application coding standards tailored to maintain system integrity within the constraints and design of the existing operating environment
  - Assisting with the development of application design standards
  - Ensuring adherence to application design and coding standards
- v. One (1) Network Architect
- 10+ Years experience with the last 7 Years in this job class



- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project Server and SharePoint
- Designs network based on customer requirements
- Performs lead function in multiple platform network integration projects
- Assists customer with major network strategy development and deployment
- Writes network documentation and specifications
- Must hold CCIE certification or CCNP

vi. One (1) Network Security Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project Server and SharePoint
- Designs network based on customer requirements
- Performs lead function in multiple platform network integration projects
- Assists customer with major network strategy development and deployment
- Writes network security documentation and specifications
- Must hold CISSP certification

vii. One (1) Documentation Expert

- 5+ Years documenting complex projects including but not limited to Visio network diagrams, data flow models, graphical procedures, etc.

viii. The roles that are listed in Section A.5.a.i through A.5.a.vii above constitute the “Key Personnel” that the Contractor must assign to the Data Center Migration Planning Project. The Contractor will name specific individuals to fulfill these roles and these names are listed in Contract Attachment H. **[THE STATE WILL TRANSCRIBE THE NAMES OF CONTRACTOR'S KEY PERSONAL, AS IDENTIFIED IN THE CONTRACTOR PROPOSAL, RFP ATTACHMENT 6.3, SECTION B.11, INTO CONTRACT ATTACHMENT H PRIOR TO CONTRACT APPROVAL.]** These Key Personnel must be on-site at the state and dedicated full-time to the Data Center Migration Planning Project, during the design phases (Strategy and Detail Design) of the project.

ix. Contractor will maintain at all times a list of all Project Team members, indicating the individual's name, contact information, and role or title.

A.5.b. State's Right to Approve Contractor Personnel. The Contractor shall assign all Key Personnel identified in Contract Attachment H, Contractor Key Personnel, to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. The State shall have the right to approve the assignment and replacement by the Contractor of all Key Personnel assigned to provide services, including, without limitation, the project manager, other individuals named or described in the Contractor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate representatives of the State, and shall provide to the State a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval.

- A.5.c. **Unauthorized Removal and Replacement of Key Personnel.** The unauthorized removal of Key Personnel by the Contractor shall be considered by the state as a material breach of contract and is subject to the terms of Section A.12.b below, Performance Standards and Liquidated Damages Assessment.

In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Contractor shall (i) within two business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within twenty (20) business days, permanently replace such replaced person with another person approved by the State and properly qualified to perform the functions of such replaced person.

The State reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the State, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.

- A.5.d. The Contractor's Project Manager will be responsible for ensuring that the project is in compliance with the contract and satisfies the requirements stated in the RFP. With the consent of the State's PM, the Contractor's Project Manager may consult with the Project Sponsors and the State Sub-Project Managers on a continuing basis in every phase of the project. This joint effort will ensure that the system is properly implemented, supports the requesting agency's defined functional and technical requirements, and is properly documented.

**A.6. State Project Team**

The State will provide a Project Manager and Project Sponsors from the Department of Finance and Administration's Office for Information Resources (OIR).

The Project Manager from the State will provide assistance in all State Department matters such as policy, organization and staff, environment, data, information processing, current systems, acceptance testing, and so forth. The State's Project Manager will work closely with the Contractor's Project Manager in day-to-day project activity.

The State will assign staff, as described in the Position Table below, to participate with the Contractor's staff in the Data Center Migration Planning Project.

- A.6.b. The State will provide the following staff resources during the following phases to support the overall Global Data Center Migration Planning Project:

**Strategy**

<b>Resource Type</b>	<b>FTE</b>
Executive Staff	0.15
Project Management	1.00
Directors & Managers	0.30

**Detailed Design**

<b>Resource Type</b>	<b>FTE</b>
Executive Staff	0.15
Project Management	1.00
Directors & Managers	0.30

**Implementation**

<b>Resource Type</b>	<b>FTE</b>
Executive Staff	0.15
Project Management	1.00
Directors & Managers	0.30

- A.6.c. Additional State Staff. The State staff roles listed above make up a portion of the State project team that will work with the Contractor on the overall Data Center Migration Planning effort. Specific State resources to be assigned to Sub-Projects, in addition to those listed above, are detailed in Contract Attachments C through G. At the State's discretion, state personnel may be substituted or added as needed. The State reserves the right to add or remove members of the State's project staff with or without replacement.

If requested by the State, the Contractor will replace State staff removed from the project with Contractor staff for a predetermined number of hours. Replacement of State staff and the predetermined number of hours will be at the sole discretion of the State. The Contractor will be compensated for such replaced State staff at the consulting services rates set forth in Contract Section C.3.d.

A.7. General Responsibilities.

A.7.a. Contractor General Responsibilities.

- i. The Contractor shall prepare a communications plan which shall include written bi-monthly progress reports and provide such reports to the State's project management team. The progress reports must be in a format approved by the State and include accomplishments, critical issues, personnel utilized and items planned for the next reporting period. Upon request of the State Project Manager, the Contractor shall report more frequently.
- ii. Prior to the commencement of activities for each phase, the Contractor is required to submit a detailed, updated, work plan to the State for approval. The work plan must include a schedule, tasks, resource assignments, deliverables, and State staff tasks / involvement. The Contractor must obtain State approval of the work plan before commencing work.
- iii. Prior to the commencement of activities for each phase, the Contractor is required to review all deliverables, assessments, and measurements required during that phase and prepare a table of contents and sample page layouts of all deliverables. The State reserves the right to require changes to structure and layouts.
- iv. Finalize all project-specific documentation standards and requirements for the various types of documentation that will be produced for different individuals and groups during the project. These standards will ensure consistency of approach and sufficiency of content.
- v. At the conclusion of each sub-project's phase, the Contractor must obtain written approval from the State on all deliverables before the phase will be considered completed by the State.
- vi. The Contractor will provide one hardcopy (at a minimum) and one electronic format (Microsoft Office format) for all deliverables, except for the data model which is in Power

- Designer or another current State standard data modeling format tool, within each phase of the project as defined by the State.
- vii. The Contractor will coordinate the efforts of all parties involved during all phases of the project. This includes Contractor staff, State staff, and third-party vendors that the State engages to assist with the project.
  - viii. The Contractor is responsible for licensing all desktop software, such as Microsoft Word and Microsoft Project, for Contractor staff. The Contractor is also responsible for directly licensing any and all software/tools that the Contractor desires to use, but are not specifically requested by the State. If the Contractor requires State staff to use such software/tools, the Contractor is required to extend the licensing of said software/tools to State staff. No compensation beyond those costs which are included in Contract Section C.3.c and C.3.d. will be paid to the Contractor for software/tools.
- A.7.b. State General Responsibilities.
- i. Provide overall project direction and management.
  - ii. Establish a Project Steering Committee.
  - iii. Review and provide feedback or approval for deliverables within 10 business days, unless otherwise specified in the Contract or Work Plan, after receipt of delivery to the Project Management Office.
  - iv. Establish project organization by meeting with Contractor project management to finalize and document areas of responsibility, personnel reporting relationships and administrative procedures.
  - v. Establish evaluation mechanisms by setting up procedures for day-to-day control of the project as defined by the combined (State and Contractor) project management team.
  - vi. Provide existing State standards for application development.
  - vii. Coordinate other State resources as needed to support the development and implementation process.
  - viii. Obtain appropriate State approvals and commitment.
  - ix. Provide information and answer questions at Contractor request.
  - x. Engage, approve the use of, and compensate, as required and at the State's sole discretion, third-party vendors required to assist in all phases of the project.
- A.8. Global Data Center Migration Planning Project – Project Management. The State will manage, and the Contractor will perform tasks related to the overall Data Center Migration Planning Project in accordance with the phased approach described in Contract Attachment B. Such tasks and responsibilities are global and are required for all Sub-Projects described below. Attachment B also details the requirements and deliverables specific to each Global Requirements phase.
- A.9. Sub-Projects
- A.9.a. Application & Data Architecture (ADA). The Contractor will deliver, the ADA Sub-Project in accordance with the phased approach described in Contract Attachment C. Attachment C also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment C.
  - A.9.b. Asset & Configuration Management (ACM). The Contractor will deliver, the ACM Sub-Project in accordance with the phased approach described in Contract Attachment D. Attachment D also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment D.

- A.9.c. Network. The Contractor will deliver, the Network Sub-Project in accordance with the phased approach described in Contract Attachment E. Attachment E also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment E.
- A.9.d. Operations Management (OM). The Contractor will deliver, the OM Sub-Project in accordance with the phased approach described in Contract Attachment F. Attachment F also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment F.
- A.9.e. Physical Move & Migration (PhysM). The Contractor will deliver, the PhysM Sub-Project in accordance with the phased approach described in Contract Attachment G. Attachment G also details the requirements, deliverables, and resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment G.

A.10. Consulting Services.

- A.10.a. At the State's request, the Contractor will provide additional professional services to the State, in support of tasks that are within the general scope of the Data Center Migration Planning Project, but are not outlined specifically within the contract. The professional services may be provided either on or off-site, at the State's option, and will be billed to the State on a per-hour basis. These services, if requested, shall be distinct from the services described elsewhere in Section A, Scope of Services. Consulting Services may consist of any of the following:

- i. Project Manager  
For qualification and experience see Contract Section A.5.a.i.
- ii. Deputy Project Manager  
For qualification and experience see Contract Section A.5.a.ii.
- iii. Business Analyst  
For qualification and experience see Contract Section A.5.a.iii.
- iv. Technical Architect  
For qualification and experience see Contract Section A.5.a.iv.
- v. Network Architect  
For qualification and experience see Contract Section A.5.a.v.
- vi. Network Security Architect  
For qualification and experience see Contract Section A.5.a.vi.
- vii. Documentation Expert  
For qualification and experience see Contract Section A.5.a.vii.
- viii. Certified Hardware Asset Manager
  - Hardware License and Agreements Negotiations
  - Hardware Maintenance Contract Management
  - Hardware Contract Management Techniques
  - Centralized and Decentralized Receiving Models
  - Use of PDA's/Scanners with Barcoding

- Asset Tagging
  - Lifecycle Management – Developing IMAC Processes & Procedures
  - Inventory Management
  - Discovery & Repository Tools
  - Working with Fixed Assets
  - Redeployment of Assets
  - Disposal of Assets & Surrounding Legal Issues
  - Leased Assets
  - Organizational Influences of Managing Assets
  - Systems Integration
  - Measuring Success
  - Must be certified as a CHAMP and/or equivalent
- ix. Certified Software Asset Manager (CSAM)
- 10+ Years experience with the last 7 Years in this job class
  - Experience providing the following but not limited to the following:
  - Software License and Agreements Negotiations
  - Software Contract Management Techniques
  - Advanced Software License Compliance Management
  - Selecting & Implementing IT Asset Management Repositories
  - Selecting & Implementing IT Configuration Discovery Tools
  - Developing Strategic SAM Policies and Achieving Buy-in
  - SAM Project Management Techniques
  - Successful Change Management Techniques
  - Must be certified as a CSAM and/or equivalent
- x. Configuration Manager
- 10+ Years experience with the last 7 Years in this job class
  - Administering configuration management process and tools
  - Administering Contractor responsibilities within the change management process
  - Collecting metric from these activities as required by the Quality Management Plan
- xi. Network Technical Support
- MAN and Campus technical assessment, design and deployment experience, 5+ years
  - Knowledge of MS Project Server and Share Point
  - Knowledge of MS Visio
  - Strong Communication Skills
- xii. Network Security Technical Support
- MAN and Campus technical assessment, design and deployment experience, 5+ years
  - Knowledge of MS Project Server and Share Point
  - Knowledge of MS Visio
  - Strong Communication Skills
- xiii. Network Project Manager

- Network project management experience, 5+ years
- Knowledge of MS Visio
- Strong Communication Skills
- Strong networking trouble shooting skills

xiv. Data Center Network & Security Technical Support

- Knowledge of MS Visio
- Strong Communication Skills

xv. Technical Specialists / Subject Matter Experts

- 10+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 5 years
- Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking, and Disaster Recovery
- Strong Verbal and Written Communication Skills

xvi. System Administrators

- 5+ Years experience in area of expertise
- Experience in design and deployment of server
- Expert knowledge of Windows and / or Unix
- Strong Verbal and Written Communication Skills

xvii. Command Center Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of command center methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project Server and SharePoint
- Proficient in simplifying and standardizing complex business processes and IT systems.
- Must be organized, have an eye for detail, and be able to put ideas into tangible form
- Able to designs complex systems at the component level, makes strategic technology choices, and directly supervises the quality of designs and implementation inside and between components Influence development managers to insure appropriate levels of quality on owned architecture(s).
- Providing guidance on open source solutions, industry best practices, and technical trends
- Familiarity with operation of complex enterprise level command centers including network, security, data systems and change control

xviii. Data Center Network & Security Technical Support

- Network & Security technical assessment and deployment experience, 5+ years
- Strong networking and security design, documentation, and deployment skills

A.10.b. There is no guarantee that the State will use any of the Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services.

A.11. The following are critical dates in the Data Center Migration Planning Project:

- a. The Data Center Migration Planning Project must start **within two (2) weeks of Contract Signing**.
- b. Deliverables for Contract Attachment C, Section C.2.b, Deliverables 1, 2, 4, 5, 6, and 7, must be completed by **July 31, 2008**. Deliverables shall be deemed complete when the State has approved the deliverables in writing.
- c. The Implementation of the Physical Move & Migration Sub-Project must be completed by **November 1, 2010**. The Physical Move Implementation shall be deemed complete when the State has given the Contractor written approval of the Final Implemented Architecture **Documentation** (Contract Attachment G, Section G.3, deliverable B.5).

The vendor must make its best efforts to meet these dates.

#### A.12. Progress and Performance Assessments

A.12.a. Progress Assessment. There are two points during the project at which the State will formally assess the Contractors overall progress on the Data Center Migration Planning Project, using the completion of deliverables as the metric:

- March **31**, 2008 – Expected Completed Deliverables:

Contract Attachment B, B.1.b.1, Comprehensive Project Plan  
 Contract Attachment B, B.1.b.2, Communications Plan  
 Contract Attachment B, B.1.b.5, Work Breakdown Structure (WBS) Dictionary  
 Contract Attachment B, B.1.b.9, Document and Implement Quality Control Management  
 Contract Attachment C, C.1.b.2, Conceptual Enterprise Architecture

- January **31**, 2009 – Expected Completed Deliverables:

Contract Attachment B, B.3.b.1, Updated Comprehensive Project Plan  
 Contract Attachment B, B.3.b.2, Updated Communications Plan  
 Contract Attachment B, B.3.b.3, Updated Risk Plan  
 Contract Attachment B, B.3.b.4, Updated Master Work Plan  
 Contract Attachment B, B.3.b.5, Updated Change Management Plan  
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At each of the above points in the project lifecycle, the State will compare the number of deliverables expected to be complete by that point in the project with the actual number of completed deliverables. (Completed deliverables are defined as deliverables for which the Contractor has received a written State approval.) In the event that the percentage of complete deliverables is less than 80% of the expected number, or 4 out of the 5 deliverables, the following provisions shall apply:

- i. At the State's option, all Contractor work on the Data Center Migration Planning Project shall cease, with the exception of work toward remediation of the slippage, as described below;
- ii. The Contractor shall, within five (5) business days of receiving written notice from the State that progress has fallen below the project deliverable goals, deliver to the State a Project Slippage Remediation Plan. This plan must contain detailed and specific actions that will be taken on the part of the Contractor to remedy the project slippage and bring the project back into line with the project deliverable goals. These actions may include, but not be limited to, additional work hours, contract staffing, and/or other resources that the Contractor recommends to provide a remedy.



- iii. Upon receiving the State's written approval of the Project Slippage Remediation Plan, the Contractor shall make its best efforts to correct the slippage in accordance with the approved plan.
- iv. In the event that the Project Slippage Remediation Plan is unacceptable to the State, or the Contractor fails to execute the plan and remedy the slippage, the State reserves the right to avail itself of other recourse within the Contract or at law.

**A.12.b. Performance Standards and Liquidated Damages.**

In addition to the Progress Assessment detailed above, at the first incident of failure to meet one or more of the performance standards defined in the table below, the State, at its discretion, may request a corrective action plan and establish an extension date by which the Contractor shall correct the deficiency. Continued failure to meet performance standards may result in the State seeking to recover damages as permitted by the contract or at law, including liquidated damages as established in this contract where appropriate.

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
Application & Data Architecture	Failure to produce conceptual enterprise architecture and enterprise architecture for dual data centers on time.	As agreed to in the Master Project Plan	\$1,000 per day for each day late, after more than 20 business days
Asset & Configuration Management	Failure to provide a discovery methodology along with the loading of asset and configuration data into the State's asset management system.	As agreed to in the Master Project Plan	\$1,000 per day for each day late, after more than 20 business days
Network	Failure to produce Network & Security Migration Plan and Network and Security Implementation Work Plan.	As agreed to in the Project Plan during the Implementation Phase	\$1,000 per day for each day late, after more than 20 business days
Operations Management	Failure to produce a conceptual layout which addresses interrelation between elements of the Command Center and layout of the Command Center	As agreed to in the Master Project Plan	\$1,000 per day for each day late, after more than 20 business days
Operations Management	Failure to deliver a comprehensive document of ITIL or Industry Standard Best Practices for an enterprise Command Center	As agreed to in the Master Project Plan	\$1,000 per day for each day late, after more than 20 business days
Physical Move & Migration	Failure to produce Move/Migration Process. Written documented all-inclusive formal process that encompasses the movement and migration of systems from start to finish.	As agreed to in the Master Project Plan	\$1,000 per day for each day late, after more than 20 business days

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
Key Staff	Removal of Key Staff without the written approval of the State. See Contract Section A.5 regarding terms and conditions for key staff.	For term of contract	\$50,000 per occurrence

A.13. Project Documentation.

All project documentation, including working copies, must be stored and managed on the State's Microsoft Project Server / SharePoint system.

A.14. Work Space Provisions.

The State shall provide office space and meeting room space to the Contractor. The State shall also provide connectivity to the State's network and access to printers, telephones, and copiers. The State shall not supply computers (desktop or laptop), pagers, or cell phones. The State shall not supply access to State administrative support staff to perform tasks for the Contractor.

**B. CONTRACT TERM:**

B.1. This Contract shall be effective for the period commencing on February 20, 2008 and ending on February 19, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A. A deliverable is deemed complete upon the State's written approval of said deliverable.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates.
- c. Global and Sub-Project Payment Methodologies. As indicated by the asterisks in the tables below, fifteen percent (15%) of the Total Amount to be paid for each group of deliverables, will be withheld to be paid in separate payments. For each Sub-Project, the Contractor may invoice the State for the retainage payment upon the State's written approval of the final deliverable for that Sub-Project.

c.i. Global Data Center Migration Planning Project Payment Methodology

Global Data Center Migration Planning Project - Payments				
Phase	Deliverable	Payment %	Total Amount (per compensable increment)	Payment Amount (Total Amount Minus Retainage *)
<b>Strategy</b>	Comprehensive Project Plan	6%	\$ NUMBER	\$ NUMBER
	Communications Plan			
	Risk Plan	3%	\$ NUMBER	\$ NUMBER
	Master Project Work Plan	12%	\$ NUMBER	\$ NUMBER
	Work Breakdown Structure (WBS) Dictionary			
	Change Management Plan	2%	\$ NUMBER	\$ NUMBER
	Gap Analysis	2%	\$ NUMBER	\$ NUMBER
	Impact Analysis	2%	\$ NUMBER	\$ NUMBER
	Document and Implement Quality Control Management Plan	3%	\$ NUMBER	\$ NUMBER
	Conceptual Design	5%	\$ NUMBER	\$ NUMBER
<b>Detailed Design</b>	Updated Comprehensive Project Plan	6%	\$ NUMBER	\$ NUMBER
	Updated Communications Plan	6%	\$ NUMBER	\$ NUMBER
	Updated Risk Plan	6%	\$ NUMBER	\$ NUMBER
	Updated Master Project Work Plan	6%	\$ NUMBER	\$ NUMBER
	Updated Change Management Plan	6%	\$ NUMBER	\$ NUMBER
<b>Implementation</b>	Updated Comprehensive Project Plan	7%	\$ NUMBER	\$ NUMBER

	Updated Communications Plan	7%	\$ NUMBER	\$ NUMBER
	Updated Risk Plan	7%	\$ NUMBER	\$ NUMBER
	Updated Master Project Work Plan	7%	\$ NUMBER	\$ NUMBER
	Updated Change Management Plan	7%	\$ NUMBER	\$ NUMBER
			<b>* Retainage Payment</b>	
			\$ NUMBER	

## c.ii. ADA Sub-Project Payment Methodology

ADA Sub-Project Payments				
Phase	Deliverable	Payment %	Total Amount (per compensable increment)	Payment Amount (Total Amount Minus Retainage *)
<b>Strategy</b>	Conceptual Enterprise Architecture	15%	\$ NUMBER	\$ NUMBER
	Conceptual Physical Layout Requirements	5%	\$ NUMBER	\$ NUMBER
	Conceptual Policies & Procedures	5%	\$ NUMBER	\$ NUMBER
	Conceptual Replication Framework	5%	\$ NUMBER	\$ NUMBER
	Conceptual Disaster Recovery Cost Model	5%	\$ NUMBER	\$ NUMBER
	Conceptual Data Classification Document	5%	\$ NUMBER	\$ NUMBER
	Conceptual Application Classification Document	5%	\$ NUMBER	\$ NUMBER
	Conceptual Test plan for failover / disaster recovery	5%	\$ NUMBER	\$ NUMBER
<b>Detailed Design</b>	Enterprise Architecture Physical Layout Requirements Replication Framework	20%	\$ NUMBER	\$ NUMBER
	Policies & Procedures Disaster Recovery Cost Model	12%	\$ NUMBER	\$ NUMBER
	Data Classification Document Application Classification Document	8%	\$ NUMBER	\$ NUMBER
	Disaster Recovery Strategy	10%	\$ NUMBER	\$ NUMBER

<b>Implementation</b>	None	N/A	N/A	N/A
			<b>* Retainage Payment</b>	
			\$ NUMBER	

## c.iii. ACM Sub-Project Payment Methodology

<b>ACM Sub-Project Payments</b>				
<b>Phase</b>	<b>Deliverable</b>	<b>Payment %</b>	<b>Total Amount (per compensable increment)</b>	<b>Payment Amount (Total Amount Minus Retainage *)</b>
<b>Strategy</b>	Asset & Configuration Management System Policies & Procedures for Asset & Configuration Management Document Asset & Configuration Management Training Program	25%	\$ NUMBER	\$ NUMBER
	Application Discovery Document Physical Topology Discovery Document	35%	\$ NUMBER	\$ NUMBER
	Maintenance Agreement Confirmation Documents Software Licensing Discovery Report	15%	\$ NUMBER	\$ NUMBER
	Testing Baseline Performance Report Document and Implement Quality Control Management Plan	25%	\$ NUMBER	\$ NUMBER
<b>Detailed Design</b>	None	N/A	N/A	N/A
<b>Implementation</b>	None	N/A	N/A	N/A
			<b>* Retainage Payment</b>	
			\$ NUMBER	

## c.iv. Network Sub-Project Payment Methodology

<b>Network Sub-Project Payments</b>				
<b>Phase</b>	<b>Deliverable</b>	<b>Payment %</b>	<b>Total Amount (per compensable increment)</b>	<b>Payment Amount (Total Amount Minus Retainage *)</b>

				Retainage *)
<b>Strategy</b>	Conceptual Network Design	20%	\$ NUMBER	\$ NUMBER
	Network & Security Deployment Strategy			
	Network & Security Strategic Work Plan			
<b>Detailed Design</b>	Current Network & Security Assessment	25%	\$ NUMBER	\$ NUMBER
	Change Management Procedures			
	Data Flow Assessment			
	Network Monitoring and Troubleshooting Tool Recommendation	5%	\$ NUMBER	\$ NUMBER
<b>Implementation</b>	MAN Implementation/Migration Plan to New Data Centers	15%	\$ NUMBER	\$ NUMBER
	MAN Migration Schedule for Connectivity from MAN to New Data Centers			
	Network & Security Migration Plan	25%	\$ NUMBER	\$ NUMBER
	Network & Security Implementation Work Plan			
	Network & Security Schematics	5%	\$ NUMBER	\$ NUMBER
	Network & Security Policies, Processes & Procedures	5%	\$ NUMBER	\$ NUMBER
			<b>* Retainage Payment</b>	
			\$ NUMBER	

## c.v. OM Sub-Project Payment Methodology

OM Sub-Project Payments				
Phase	Deliverable	Payment %	Total Amount (per compensable increment)	Payment Amount (Total Amount Minus Retainage *)
<b>Strategy</b>	Best Practice Recommendation	15%	\$ NUMBER	\$ NUMBER
	Conceptual Security Tool Improvement	7%	\$ NUMBER	\$ NUMBER
	Conceptual Command Center Layout	12%	\$ NUMBER	\$ NUMBER

	Technology & Relocation Recommendation	10%	\$ NUMBER	\$ NUMBER
	Relational Description	2%	\$ NUMBER	\$ NUMBER
	Strategy Gap Analysis	2%	\$ NUMBER	\$ NUMBER
<b>Detailed Design</b>	Process Documentation	13%	\$ NUMBER	\$ NUMBER
	Detailed Command Center Layout	12%	\$ NUMBER	\$ NUMBER
	Standard Operational Procedures	5%	\$ NUMBER	\$ NUMBER
	Detailed Security Tool Improvement	8%	\$ NUMBER	\$ NUMBER
	Notification Web Tool Recommendation	3%	\$ NUMBER	\$ NUMBER
	Situation Room Layout	5%	\$ NUMBER	\$ NUMBER
	Detailed Relational Description	3%	\$ NUMBER	\$ NUMBER
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	Design Gap Analysis	3%	\$ NUMBER	\$ NUMBER
<b>Implementation</b>	None	N/A	\$ NUMBER	N/A
			<b>* Retainage Payment</b>	
			\$ NUMBER	

## c.vi. PhysM Sub-Project Payment Methodology

<b>PhysM Sub-Project Payments</b>				
<b>Phase</b>	<b>Deliverable</b>	<b>Payment %</b>	<b>Total Amount (per compensable increment)</b>	<b>Payment Amount (Total Amount Minus Retainage *)</b>
<b>Strategy</b>	Vendor Move Requirements Conceptual Test plan for failover/disaster recovery	10%	\$ NUMBER	\$ NUMBER
<b>Detailed Design</b>	Move/Migration Process and Migration Plan Architecture Gap Analysis	40%	\$ NUMBER	\$ NUMBER
	Impact Analysis Test plan for application migration/move. Test plan for failover/disaster recovery.	20%	\$ NUMBER	\$ NUMBER
<b>Implementation</b>	Check List	10%	\$ NUMBER	\$ NUMBER

	Backup Verification Report			
	Monitoring Report	20%	\$ NUMBER	\$ NUMBER
	Manage and Monitor Move / Migration			
	Final Implemented Architecture Documentation			
			<b>* Retainage Payment</b>	
			\$ NUMBER	

- d. Consulting Services Payment Methodology. In accordance with Contract Section A.10, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates.

- (1) For service performed from February 20, 2008, through February 19, 2011, the following rates shall apply:

<b>Service Description</b>	<b>Contract Year 1 Amount (per compensable increment)</b>	<b>Contract Year 2 Amount (per compensable increment)</b>	<b>Contract Year 3 Amount (per compensable increment)</b>
Project Manager	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Deputy Project Manager	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Business Analyst	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Technical Architect	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Network Architect	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Network Security Architect	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Documentation Expert	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Certified Hardware Asset Manager	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Certified Software Asset Manager (CSAM)	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Configuration Manager	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Network Technical Support	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Network Security Technical Support	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Network Project Manager	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Data Center Network & Security Technical Support	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Technical Specialists /	\$ NUMBER per	\$ NUMBER per	\$ NUMBER per



Subject Matter Experts	HOUR	HOUR	HOUR
System Administrators	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Command Center Architect	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR
Data Center Network & Security Technical Support	\$ NUMBER per HOUR	\$ NUMBER per HOUR	\$ NUMBER per HOUR

For purposes of applying the above rates, year one (1) shall begin on the effective date of the Contract and shall run for one year. The rate for year two (2) shall take effect on the anniversary of the effective date of the Contract, and so on, for the term of the contract.

- (2) In the event that the Contract is extended pursuant to Contract Section B.2, for service performed from February 20, 2011, through February 19, 2012, the Contractor shall be compensated based upon the payment rates in Section C.3.d.(1), Contract Year 3 Amount, above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in November 2010, and that figure published in the same month, 12-months prior, up to a maximum of eight percent (8%).
- (3) In the event that the Contract is extended pursuant to Contract Section B.2, for service performed from February 20, 2012, through February 19, 2013, the Contractor shall be compensated based upon the payment rates in Section C.3.d.(1), Contract Year 3 Amount, above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in November 2011, and that figure published in the same month, 12-months prior, up to a maximum of eight percent (8%).
- (4) Compensation to the Contractor for such Consulting Services as agreed upon by the State and the Contractor shall not exceed **FIFTEEN PERCENT (15 %) OF THE TOTAL OF ALL OTHER COSTS EXPRESSED IN THIS CONTRACT** during the period of the Contract. If, at any point during the Contract term, the State determines that spending for such approved Consulting Services would exceed said maximum amount, the State will execute an amendment to address the need. **NOTE THAT THE 15% CEILING AMOUNT IS FOR CONTRACTUAL PURPOSES ONLY AND DOES NOT IN ANY WAY AFFECT OR RESTRICT THE RELATIVE PERCENTAGE OF THE PART B EVALUATION COST AMOUNT FOR CONSULTING SERVICES THAT MAY BE PROPOSED BY THE VENDOR IN RESPONSE TO RFP ATTACHMENT 6.4.**
- (5) The Contractor shall not be compensated for travel time to the primary location of the Service Provision.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Samuel D. Dunn, MBA, PH.D.  
 Finance and Administration  
 Suite 1600, Southeast  
 Snodgrass TN Tower  
 312 8<sup>th</sup> Ave N  
 Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which all invoiced charges are applicable);
  - (4) Contract Number (assigned by the State to this Contract);
  - (5) Account Name: Department of Finance and Administration, Office for Information Resources;
  - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
  - (7) Contractor Name;
  - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
  - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
  - (10) Contractor Remittance Address;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
    - iv. Amount Due by Service; and
    - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) not include any future work but will only be submitted for completed service; and
  - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall

neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed

representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.  
  
The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Samuel D. Dunn, MBA, PH.D.  
Finance and Administration  
Suite 1600, Southeast  
Snodgrass TN Tower  
312 8<sup>th</sup> Ave N  
Nashville, TN 37243  
[sam.dunn@state.tn.us](mailto:sam.dunn@state.tn.us)  
Telephone # 615-253-8887  
FAX # 615-532-0471

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON  
CONTRACTOR NAME  
ADDRESS  
EMAIL ADDRESS  
Telephone # NUMBER  
FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35,

Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

The State, which is subject to the Tennessee Open Records Act, Tennessee Code Annotated Section 10-7-503 et seq, cannot withhold any documents related to this contract from public inspection unless the State determines that such documents qualify for protection under Section 10-7-504(a)(18), which protects computer programs, software, software material, and similar material manufactured or marketed by persons or entities under legal right and sold, licensed, or donated to State agencies, subject to the requirements and qualifications of that section. The State agrees to maintain the confidentiality of documents it determines to be protected by section 504(a)(18) unless ordered to produce such documents by court order.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments

- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.9. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-165 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.10. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.12. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or
  - violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."



a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Contract Section A.12 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.13. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**IN WITNESS WHEREOF:**

**CONTRACTOR LEGAL ENTITY NAME:**

---

**CONTRACTOR SIGNATURE**

---

**DATE**

---

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

**M. D. GOETZ, JR., COMMISSIONER**

**DATE**

**APPROVED:**

---

**M. D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

**ATTACHMENT A****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

**PRINTED NAME AND TITLE OF SIGNATORY**

**DATE OF ATTESTATION**

**ATTACHMENT B****B. Global Data Center Migration Planning Project – Project Management Details****B.1 Strategy Phase**

- a. Requirements. The Contractor shall provide the following:
  1. Comprehensive Project Plan. Create a Comprehensive Project Plan that includes but is not limited to the following sub-plans and documents: Scope Management Plan & Scope Statement, HR Management Plan, Governance Structure, Team Organization Chart.
  2. Communications Plan. Develop an extensive communications plan that includes OIR and all affected Agencies. This plan will detail but is not limited to types of communications, recipients, content, frequency, and appropriate points within the project to communicate specific types of information.
  3. Risk Plan. Develop a detailed risk plan with a probability, impact, assessment, and specific response for each risk.
  4. Master Project Work Plan. Develop a thorough Master Project Work Plan based on work breakdown packages that will guide the project through all phases of the project and all sub-projects: i.e. strategy, detailed design, and implementation. Develop a schedule that shares dependencies with other projects in the Data Center Migration Planning Project.
  5. Work Breakdown Structure (WBS) Dictionary. Create a detailed and complete Work Breakdown Structure (WBS) dictionary for this project.
  6. Change Management Plan. Develop a complete and thorough change management plan for all aspects of the project.
  7. Gap Analysis. Develop a written gap analysis plan for the program, including all sub-projects. This should include where each project's maturity level is and the target maturity level and a detailed plan on the gap between the two maturity states.
  8. Impact Analysis. Develop a written impact analysis plan for the program, including all sub-projects. This should include a report stating the impact to the State for the project and all sub-projects, highlighting the departmental and agency impacts of each phase of the project and all sub-projects.
  9. Document and Implement Quality Control Management Plan. Develop Quality Control Management plan including defining quality control activities, testing policies and procedures, administering the Contractor's process for resolving reported problems, and collecting and reporting quality metrics for the Contractor's work activities.
  10. Conceptual Design. Develop a conceptual, schematic design in the strategy phase of the ADA, Network, OM, and PhysM sub-projects. Many of the deliverables in these sub-projects are related and/or overlap. The contractor shall develop a schematic design in the strategy phase of the global project that will provide a framework that will coordinate all of the Detailed Design Phase deliverables described in the sub-projects of the Contract. This should include an outline for all detailed design deliverables in each sub-project and a schedule showing the time line and overlapping timing of these deliverables. This design should be high-level, but contain enough detail that the concepts to be applied during detailed design can be laid out and approved by the State to make sure that the project is heading down the appropriate path. For example, this conceptual design should show, as one aspect of the overall document, how the new security zone structure and data replication strategy are coordinated and work with the conceptual network design.

## b. Deliverables

1. Comprehensive Project Plan
2. Communications Plan
3. Risk Plan
4. Master Project Work Plan
5. Work Breakdown Structure (WBS) Dictionary
6. Change Management Plan
7. Gap Analysis
8. Impact Analysis
9. Document and Implement Quality Control Management Plan
10. Conceptual Design

## c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

## d. Phase-Specific Resources – State Team

See Contract Section A.6.b.

## B.2 Detailed Design Phase

## a. Requirements. The Contractor shall provide the following:

1. Updated Comprehensive Project Plan. Update the Comprehensive Project Plan from the Strategy Phase. This should include but not limited to the following sub-plans and documents: Scope Management Plan & Scope Statement, HR Management Plan, Governance Structure, Team Organization Chart.
2. Updated Communications Plan. Develop an extensive communications plan that includes OIR and all affected Agencies. This plan will detail but is not limited to types of communications, recipients, content, frequency, and appropriate points within the project to communicate specific types of information.
3. Updated Risk Plan. Update the Risk Plan from the Strategy Phase.
4. Updated Master Project Work Plan. Update the Master Project Work Plan from the Strategy Phase.
5. Updated Change Management Plan. Update the Change Management Plan from the Strategy Phase.

## b. Deliverables

1. Updated Comprehensive Project Plan

- 2. Updated Communications Plan
- 3. Updated Risk Plan
- 4. Updated Master Project Work Plan
- 5. Updated Change Management Plan
- c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

- d. Phase-Specific Resources – State Team

See Contract Section A.6.b.

### **B.3 Implementation Phase**

- a. Requirements. The Contractor shall provide the following:
  - 1. Updated Comprehensive Project Plan. Update the Comprehensive Project Plan from the Detailed Design Phase. This should include but not limited to the following sub-plans and documents: Scope Management Plan & Scope Statement, HR Management Plan, Governance Structure, Team Organization Chart.
  - 2. Updated Communications Plan. Develop an extensive communications plan that includes OIR and all affected Agencies. This plan will detail but is not limited to types of communications, recipients, content, frequency, and appropriate points within the project to communicate specific types of information.
  - 3. Updated Risk Plan. Update the Risk Plan from the Detailed Design Phase.
  - 4. Updated Master Project Work Plan. Update the Master Project Work Plan from the Detailed Design Phase.
  - 5. Updated Change Management Plan. Update the Change Management Plan from the Detailed Design Phase.
- b. Deliverables
  - 1. Updated Comprehensive Project Plan
  - 2. Updated Communications Plan
  - 3. Updated Risk Plan
  - 4. Updated Master Project Work Plan
  - 5. Updated Change Management Plan

- c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

- d. Phase-Specific Resources – State Team

See Contract Section A.6.b.

**B.3 Existing Conditions**

**None**



**ATTACHMENT C****C. Application & Data Architecture (ADA) Sub-Project – Project Management Details****C.1. Strategy Phase**

a. Requirements. The Contractor shall provide the following:

1. Conceptual Design. This design shall include the high level schematic design for all requirements/deliverables within the Detailed Design Phase of this sub-project. See the Conceptual Design deliverable described in Attachment B.1.a.10.
2. Conceptual Enterprise Architecture. Create an Enterprise Architecture schematic design with both a logical and physical architecture for dual data centers, including the following:
  - The design will include; replication, storage, and failover/disaster recovery technologies of enterprise and agency systems based on application and data classifications.
  - Design a replication framework to facilitate either completely or partially automated application failover
  - The architecture will be cost effective, maintainable, flexible, highly available, redundant, and secure.
  - The design will accommodate the move/migration of all existing data center applications into the new dual data centers including legacy/non-standard systems.
  - The enterprise architecture will maximize remote management capabilities.
  - The design will define level of redundancy for equipment, network and power (internal data center), to include load balancing and recovery schemes.
  - Review, research and recommend technology that would provide for dark and/or dim data center environments.
  - Detailed diagrams and documents depicting the new dual data center architecture including but not limited to the following diagrams and narratives. The items listed below are not to be used as an all inclusive list, but rather as a starting point:
    - 1) Data Flow Diagrams and Narratives
      - a) Communication between network segments/tiers to include:
        - i) Ports
        - ii) Directional (bi or single direction)
        - iii) Administrative
        - iv) Protocols
    - 2) San Architecture Diagrams and Narratives
      - a) Disk Storage Systems
        - i) Host Groups
        - ii) Alias
        - iii) LUN's
        - iv) WWN
        - v) Firmware
        - vi) Drive Types
        - vii) Tiered Storage
      - b) Switches
        - i) Alias
        - ii) WWN
        - iii) Port Layouts
        - iv) Zones
        - v) HBA Firmware
        - vi) Fabric (routing and replication between multiple SAN's in single and multiple facilities)
        - vii) Bandwidth Requirements for Host and Replication Connectivity
      - c) Fiber
        - i) Cabling Solutions

- ii) Naming conventions
  - d) Replication
    - i) Hardware
    - ii) Software
    - iii) Strategy
  - e) Tools
    - i) Replication
    - ii) Management
    - iii) Performance
    - iv) Classification
    - v) Automation
- 3) Server Technology Diagrams and Narratives
  - a) Distributed (Open Systems)
    - i) Windows/NT
    - ii) Unix/Linux
    - iii) Novell
  - b) Appliances
    - i) IronMail
    - ii) Google Mini
  - c) Mainframe
    - i) DASD
    - ii) Tape/Silo
    - iii) zSeries Box
  - d) Virtual
    - i) VMWare
    - ii) Citrix
- 4) Network Interfaces Diagrams and Narratives
  - a) Cabling recommendations
  - b) Connectivity requirements
    - i) Servers
    - ii) Ports
    - iii) SANs
    - iv) Mainframe
- 5) Enterprise Service Support Diagrams and Narratives
  - a) Directory Services
    - i) Segmentation and design layout
    - ii) Integration of Active Directory
      - (1) Server (Hardware) configuration
      - (2) Forest-OU relationships
      - (3) Delegated Authority configuration
    - iii) Integration of e-Directory
      - (1) Delegated authority configuration
  - b) Backup Infrastructure
    - i) Segmentation and design layout
    - ii) Remote administration tools
    - iii) bandwidth requirements
    - iv) Multi-site configuration
    - v) in/out of band management
  - c) Messaging
    - i) Segmentation and design layout
    - ii) Ironmail / Symantec / Groupwise multi-site design
    - iii) Blackberry services multi-site design/integration
    - iv) Instant messaging service multi-site configuration/implementation
  - d) Security Monitoring
    - i) Intrusion detection system design and layout
      - (1) span/monitor ports vs. taps and when/where to use them

- ii) Intrusion prevention system design and layout
      - (1) span/monitor ports vs. taps and when/where to use them
    - iii) Other traffic analysis tools, designs and configurations pertinent to information security analysis supporting enterprise services
      - (1) Security logging and event management design and layout
  - e) Infrastructure Management
    - i) Servers
      - (1) In-band/Out-of-Band management tools for the following
        - (a) Windows 2003 server (longhorn considerations)
        - (b) Novell Server (see state standards for versions)
        - (c) Red Hat Enterprise Linux (v 4.0 >)
        - (d) zLinux
      - (2) Segmentation and design layout
    - ii) Databases
      - (1) Database management tools for the following platforms
        - (a) Oracle (see state standards for versions)
        - (b) DB2 (see state standards for versions)
        - (c) Microsoft SQL server (see state standards for versions)
      - (2) Segmentation and Design layout
    - iii) Applications (enterprise services)
      - (1) application management and monitoring tools and configurations for the following platforms
        - (a) Oracle Application Server
        - (b) JBOSS
        - (c) Microsoft .NET platform
        - (d) Websphere Application Server
      - (2) Segmentation and Design layout
    - iv) Network Recommendations
      - (1) Technologies and designs to support multi-site, highly-available/scalable enterprise services
      - (2) Segmentation and design layouts
      - (3) Remote access and administration tools
      - (4) Bandwidth calculations and requirements
    - v) Remote administration Recommendations
      - (1) SSL VPN solutions
      - (2) Multi-factor integration
      - (3) Identity and Access management technologies to support these services
  - f) Network bandwidth and physical port considerations for Enterprise support services
- 6) Access Control Diagrams and Narratives
  - a) Firewall Layout and design for the following platforms
    - i) Cisco PIX ASA
    - ii) Checkpoint NG >
    - iii) Virtual firewalling (both platforms)
    - iv) Segmentation and design requirements
      - (1) security zoning
      - (2) network segmentation and CIDR specifications
      - (3) "secure-by-default" access control rule standard
      - (4) logging and event management design and layout
    - v) Calculate number of firewalls needed to support initial layout
    - vi) in/out of band management design layout
  - b) Authentication
    - i) Multi-factor technology design and layout
  - c) Authorization
    - i) Access management and attribute configurations
  - d) Server Configuration
    - i) Server access control configuration
      - (1) Leverage recommended designs
  - e) Database Configuration

- i) Field level Access control configurations
      - (1) Leverage recommended designs
    - ii) Table level access controls
      - (1) Leverage recommended designs
    - iii) Database level access controls
      - (1) Leverage recommended designs
  - f) Enterprise Security Policy Compliance
    - i) One statement of compliance for all specified security policies
    - ii) identify potential/real issues and/or gaps in deliverables as the pertain to the security policies
- 7) Data Classifications Diagrams and Narratives
  - a) Security
    - i) Encryption recommendations
    - ii) Accessibility recommendations
  - b) Recoverability
    - i) RTO (recovery time objective) recommendations
    - ii) RPO (recovery point objective) recommendations
    - iii) Backup recommendations
  - c) Classification scheme
    - i) This shall be designed where each level is a reasonable combination of security and recoverability characteristics. A guide shall be developed to enable State staff to easily determine the classification level of any data source.
- 8) Application Classifications Diagrams and Narratives
  - a) Category Design
    - i) Category Requirements
    - ii) Support Requirements
    - iii) SLA Implications
    - iv) Leverage existing classification system
  - b) Hardware Requirements
    - i) Requirements to support each classification level
    - ii) Supporting Design requirements
    - iii) Best Practices with Pros and Cons
  - c) Application Business Input Analysis (BIA) Requirements
    - i) Automated Tools
    - ii) Best Practices
    - iii) Interdependency Identification
    - iv) Cross Mapping
  - d) Ongoing Information Maintenance Requirements
    - i) Tools to facilitate collection and maintenance of information
    - ii) Integration with supporting systems
  - e) Cost Models for Each Classification Tier
- 9) Application Design Diagrams and Narratives
  - a) Replication
    - i) Hardware
    - ii) Software
    - iii) Strategy
  - b) Clustering Configuration
    - i) Management
    - ii) Hardware
    - iii) Software
  - c) Application Dependencies
    - i) Email
    - ii) DNS
    - iii) Authentication
    - iv) External Interaction
  - d) Infrastructure Management

- i) Servers
  - ii) Databases access
  - iii) Applications access
  - iv) Remote administration
- 10) Database Design Diagrams and Narratives
  - a) Replication
    - i) Technologies to use for cross data center replication in Oracle, SQL Server and DB2/mainframe RDBMS environments
  - b) Recommended Failover methodologies to ensure no loss of communication (no manual steps) between application tier and db in the event of a failover
  - c) Security setup – methodologies to use in shared environment to ensure security (when to use separate db instances, when to share, what access to grant, administrative access, etc.)
  - d) Administration – tools to use to administer each RDBMS and security architecture and configuration for said tools within State infrastructure.
- 3. Conceptual Physical Layout Requirements including written report outlining narrative and graphical requirements for the physical layout of the dual data centers including but not limited to; equipment placement, labeling, cabling, naming standards, naming conventions, airflow considerations, heat displacement, and all other physical components of the enterprise architecture. The layout must correspond with the requirements of the Plant Maintenance project.
- 4. Conceptual Policies and Procedures. High level schematic of proposed changes or additions to current Policies & Procedures, including but not limited to; criteria used to define the appropriate technologies to use, setup and configuration, standards, workflow, retention periods, etc. for the following areas:
  - a. Failover
  - b. Disaster recovery
  - c. Application backups
  - d. Data backups
  - e. Offsite data storage
  - f. Hardware installation and implementation
  - g. Configuration Management
  - h. Access Control
- 5. Conceptual Replication Framework to meet data and application classification requirements and that enables failover that can be either completely or partially automated. This deliverable will show what replication technologies will be used on each tier/classification, delivered in the form of a matrix as well as a narrative describing how the differing replication technologies will be automated, and what manual steps are required in the event of a failover, if any.
- 6. Conceptual Disaster Recovery Cost Model. Develop a Disaster Recovery cost model, including analyzing disaster recovery requirements as specified by Asset & Configuration Management Project. This model will be a tiered model based on application and data classifications with appropriate pricing associated with each.
- 7. Conceptual Data Classification Document. Develop a comprehensive data & application classification framework. Data classification standards for the new data center environments delivered in the form of a matrix as well as a narrative describing what criteria to use to define any given data sources' classification. This will include an all inclusive process for classifying data by aligning with business needs, categorizing based on these needs, and then using the resulting classifications as a roadmap for retaining and storing information. Also included is a systematic method for determining where applications & data will be located within two new datacenters and the tier that it will be in.
- 8. Conceptual Application Classification Document. Develop application classification standards for the new data center environments delivered in the form of a matrix as well as a narrative

describing what criteria to use to define any given applications' classification. This will include an all inclusive process for classifying applications by aligning with business needs, categorizing based on these needs, and then using the resulting classifications as a roadmap for retaining and storing information. Also included is a systematic method for determining where applications & data will be located within two new datacenters and the tier that it will be in.

9. Conceptual Test Plan for Failover/Disaster Recovery. Develop a high level conceptual test plan for failover/disaster recovery that explains how applications and data will recover in the event of a disaster. Take into consideration:
  - a. What is located in each Data Center
  - b. Network Requirements
  - c. Configuration Management Requirements
  - d. Replication & Storage Requirements
  - e. Data Classification
  - f. Application Classification
  - g. Interface mapping and configuration requirement

b. Deliverables

1. Conceptual Design
2. Conceptual Enterprise Architecture
3. Conceptual Physical Layout Requirements
4. Conceptual Policies and Procedures
5. Conceptual Replication Framework
6. Conceptual Disaster Recovery Cost Model
7. Conceptual Data Classification Document
8. Conceptual Application Classification Document
9. Conceptual Test Plan for Failover/Disaster Recovery

c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

d. Phase-Specific Resources – State Team

Resource Type	FTE
Security	0.50
Project Management	0.83
Director	1.00
Backup	2.00
DBA	2.00
Linux	2.00
Novell	2.00
Programmer / Middle Tier	2.00
Storage	2.00
Unix	2.00

Vmware	2.00
Windows / AD	2.00

## C.2. Detailed Design Phase

a. Requirements. The Contractor shall provide the following:

1. Enterprise Architecture. Create an Enterprise Architecture design with both a logical and physical architecture for dual data centers, including the following:

- The design will include; replication, storage, and failover/disaster recovery technologies of enterprise and agency systems based on application and data classifications.
- Design a replication framework to facilitate either completely or partially automated application failover
- The architecture will be cost effective, maintainable, flexible, highly available, redundant, and secure.
- The design will accommodate the move/migration of all existing data center applications into the new dual data centers including legacy/non-standard systems.
- The enterprise architecture will maximize remote management capabilities.
- The design will define level of redundancy for equipment, network and power (internal data center), to include load balancing and recovery schemes.
- Review, research and recommend technology that would provide for dark and/or dim data center environments.
- Detailed diagrams and documents depicting the new dual data center architecture including but not limited to the following diagrams and narratives. The items listed below are not to be used as an all inclusive list, but rather as a starting point:

1) Data Flow Diagrams and Narratives

- a) Communication between network segments/tiers to include:
  - i) Ports
  - ii) Directional (bi or single direction)
  - iii) Administrative
  - iv) Protocols
- b) Network segmentation and security zones.
  - i) Access control strategy
  - ii) DR strategy
  - iii) How different applications are classified

2) San Architecture Diagrams and Narratives

- a) Disk Storage Systems
  - i) Host Groups
  - ii) Alias
  - iii) LUN's
  - iv) WWN
  - v) Firmware
  - vi) Drive Types
  - vii) Tiered Storage
- b) Switches
  - i) Alias
  - ii) WWN
  - iii) Port Layouts
  - iv) Zones
  - v) HBA Firmware
  - vi) Fabric (routing and replication between multiple SAN's in single and multiple facilities)
  - vii) Bandwidth Requirements for Host and Replication Connectivity
- c) Fiber
  - i) Cabling Solutions

- ii) Naming conventions
  - d) Replication
    - i) Hardware
    - ii) Software
    - iii) Strategy
  - e) Tools
    - i) Replication
    - ii) Management
    - iii) Performance
    - iv) Classification
    - v) Automation
- 3) Server Technology Diagrams and Narratives
- a) Distributed (Open Systems)
    - i) Windows/NT
    - ii) Unix/Linux
    - iii) Novell
  - b) Appliances
    - i) IronMail
    - ii) Google Mini
  - c) Mainframe
    - i) DASD
    - ii) Tape/Silo
    - iii) zSeries Box
  - d) Virtual
    - i) VMWare
    - ii) Citrix
- 4) Network Interfaces Diagrams and Narratives
- a) Cabling recommendations
  - b) Connectivity requirements
    - i) Servers
    - ii) Ports
    - iii) SANs
    - iv) Mainframe
- 5) Enterprise Service Support Diagrams and Narratives
- a) Directory Services
    - i) Segmentation and design layout
    - ii) Integration of Active Directory
      - (1) Server (Hardware) configuration
      - (2) Forest-OU relationships
      - (3) Delegated Authority configuration
    - iii) Integration of e-Directory
      - (1) Delegated authority configuration
  - b) Backup Infrastructure
    - i) Segmentation and design layout
    - ii) Remote administration tools
    - iii) bandwidth requirements
    - iv) Multi-site configuration
    - v) in/out of band management
  - c) Messaging
    - i) Segmentation and design layout
    - ii) Ironmail / Symantec / Groupwise multi-site design
    - iii) Blackberry services multi-site design/integration
    - iv) Instant messaging service multi-site configuration/implementation
  - d) Security Monitoring
    - i) Intrusion detection system design and layout
      - (1) span/monitor ports vs. taps and when/where to use them



- ii) Intrusion prevention system design and layout
      - (1) span/monitor ports vs. taps and when/where to use them
    - iii) Other traffic analysis tools, designs and configurations pertinent to information security analysis supporting enterprise services
      - (1) Security logging and event management design and layout
  - e) Infrastructure Management
    - i) Servers
      - (1) In-band/Out-of-Band management tools for the following
        - (a) Windows 2003 server (longhorn considerations)
        - (b) Novell Server (see state standards for versions)
        - (c) Red Hat Enterprise Linux (v 4.0 >)
        - (d) zLinux
      - (2) Segmentation and design layout
    - ii) Databases
      - (1) Database management tools for the following platforms
        - (a) Oracle (see state standards for versions)
        - (b) DB2 (see state standards for versions)
        - (c) Microsoft SQL server (see state standards for versions)
      - (2) Segmentation and Design layout
    - iii) Applications (enterprise services)
      - (1) application management and monitoring tools and configurations for the following platforms
        - (a) Oracle Application Server
        - (b) JBOSS
        - (c) Microsoft .NET platform
        - (d) Websphere Application Server
      - (2) Segmentation and Design layout
    - iv) Network Recommendations
      - (1) Technologies and designs to support multi-site, highly-available/scalable enterprise services
      - (2) Segmentation and design layouts
      - (3) Remote access and administration tools
      - (4) Bandwidth calculations and requirements
    - v) Remote administration Recommendations
      - (1) SSL VPN solutions
      - (2) Multi-factor integration
      - (3) Identity and Access management technologies to support these services
  - f) Network bandwidth and physical port considerations for Enterprise support services
- 6) Access Control Diagrams and Narratives
  - a) Firewall Layout and design for the following platforms
    - i) Cisco PIX ASA
    - ii) Checkpoint NG >
    - iii) Virtual firewalling (both platforms)
    - iv) Segmentation and design requirements
      - (1) security zoning
      - (2) network segmentation and CIDR specifications
      - (3) "secure-by-default" access control rule standard
      - (4) logging and event management design and layout
    - v) Calculate number of firewalls needed to support initial layout
    - vi) in/out of band management design layout
  - b) Authentication
    - i) Multi-factor technology design and layout
  - c) Authorization
    - i) Access management and attribute configurations
  - d) Server Configuration
    - i) Server access control configuration
      - (1) Leverage recommended designs
  - e) Database Configuration

- i) Field level Access control configurations
      - (1) Leverage recommended designs
    - ii) Table level access controls
      - (1) Leverage recommended designs
    - iii) Database level access controls
      - (1) Leverage recommended designs
  - f) Enterprise Security Policy Compliance
    - i) One statement of compliance for all specified security policies
    - ii) identify potential/real issues and/or gaps in deliverables as the pertain to the security policies
- 7) Data Classifications Diagrams and Narratives
  - a) Security
    - i) Encryption recommendations
    - ii) Accessibility recommendations
  - b) Recoverability
    - i) RTO (recovery time objective) recommendations
    - ii) RPO (recovery point objective) recommendations
    - iii) Backup recommendations
  - c) Classification scheme
    - i) This shall be designed where each level is a reasonable combination of security and recoverability characteristics. A guide shall be developed to enable State staff to easily determine the classification level of any data source.
- 8) Application Classifications Diagrams and Narratives
  - a) Category Design
    - i) Category Requirements
    - ii) Support Requirements
    - iii) SLA Implications
    - iv) Leverage existing classification system
  - b) Hardware Requirements
    - i) Requirements to support each classification level
    - ii) Supporting Design requirements
    - iii) Best Practices with Pros and Cons
  - c) Application Business Input Analysis (BIA) Requirements
    - i) Automated Tools
    - ii) Best Practices
    - iii) Interdependency Identification
    - iv) Cross Mapping
  - d) Ongoing Information Maintenance Requirements
    - i) Tools to facilitate collection and maintenance of information
    - ii) Integration with supporting systems
  - e) Cost Models for Each Classification Tier
- 9) Application Design Diagrams and Narratives
  - a) Replication
    - i) Hardware
    - ii) Software
    - iii) Strategy
  - b) Clustering Configuration
    - i) Management
    - ii) Hardware
    - iii) Software
  - c) Application Dependencies
    - i) Email
    - ii) DNS
    - iii) Authentication
    - iv) External Interaction
  - d) Infrastructure Management

- i) Servers
  - ii) Databases access
  - iii) Applications access
  - iv) Remote administration
- 10) Database Design Diagrams and Narratives
  - a) Replication
    - i) Technologies to use for cross data center replication in Oracle, SQL Server and DB2/mainframe RDBMS environments
  - b) Recommended Failover methodologies to ensure no loss of communication (no manual steps) between application tier and db in the event of a failover
  - c) Security setup – methodologies to use in shared environment to ensure security (when to use separate db instances, when to share, what access to grant, administrative access, etc.)
  - d) Administration - tools to use to administer each RDBMS and security architecture and configuration for said tools within State infrastructure.
- 2. Physical Layout Requirements including written report outlining narrative and graphical requirements for the physical layout of the dual data centers including but not limited to; equipment placement, labeling, cabling, naming standards, naming conventions, airflow considerations, heat displacement, and all other physical components of the enterprise architecture. The layout must correspond with the requirements of the Plant Maintenance project.
- 3. Policies & Procedures. Revise and document current Policies & Procedures, including but not limited to; criteria used to define the appropriate technologies to use, setup and configuration, standards, workflow, retention periods, etc. for the following areas:
  - a. Failover
  - b. Disaster recovery
  - c. Application backups
  - d. Data backups
  - e. Offsite data storage
  - f. Hardware installation and implementation
  - g. Configuration Management
  - h. Access Control
- 4. Replication Framework to meet data and application classification requirements and that enables failover that can be either completely or partially automated. This deliverable will show what replication technologies will be used on each tier/classification, delivered in the form of a matrix as well as a narrative describing how the differing replication technologies will be automated, and what manual steps are required in the event of a failover, if any.
- 5. Disaster Recovery Cost Model. Develop a Disaster Recovery cost model, including analyzing disaster recovery requirements as specified by the Asset & Configuration Management Project. This model will be a tiered model based on application and data classifications with appropriate pricing associated with each.
- 6. Data Classification Document. Develop a comprehensive data classification framework. Data classification standards for the new data center environments delivered in the form of a matrix as well as a narrative describing what criteria to use to define any given data sources' classification. This will include an all inclusive process for classifying data by aligning with business needs, categorizing based on these needs, and then using the resulting classifications as a roadmap for retaining and storing information. Also included is a systematic method for determining where applications & data will be located within two new data centers and the tier that it will be in.
- 7. Application Classification Document. Develop comprehensive application classification standards for the new data center environments delivered in the form of a matrix as well as a narrative describing what criteria to use to define any given applications' classification. This will include an all inclusive process for classifying applications by aligning with business needs, categorizing based on these needs, and then using the resulting classifications as a roadmap for

retaining and storing information. Also included is a systematic method for determining where applications & data will be located within two new data centers and the tier that it will be in.

8. Disaster Recovery Strategy. Develop a disaster recovery strategy that explains how applications and data will recover in the event of a disaster. Take into consideration:
  - a. What is located in each Data Center
  - b. Network Requirements
  - c. Configuration Management Requirements
  - d. Replication & Storage Requirements
  - e. Data Classification
  - f. Application Classification
  - g. Interface mapping and configuration requirement
- b. Deliverables
  1. Enterprise Architecture
  2. Physical Layout Requirements
  3. Policies & Procedures
  4. Replication Framework
  5. Disaster Recovery Cost Model
  6. Data Classification Document
  7. Application Classification Document
  8. Disaster Recovery Strategy
- c. Phase-Specific Resources – Contractor Team
- d. **No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

Phase-Specific Resources – State Team

Resource Type	FTE
Security	0.25
Backup	0.50
Programmer / Middle Tier	0.50
DBA	0.60
Linux	0.70
Novell	0.70
Storage	0.70
Unix	0.70
Vmware	0.70
Windows / AD	0.70
Project Management	0.78
Director	0.80

### C.3. Implementation Phase

- a. Requirements

**None**

b. Deliverables

**None**

c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

d. Phase-Specific Resources – State Team

<b>Resource Type</b>	<b>FTE</b>
Security	0.05
Backup	0.08
DBA	0.08
Linux	0.08
Novell	0.08
Programmer / Middle Tier	0.08
Storage	0.08
Unix	0.08
Vmware	0.08
Windows / AD	0.08
Director	0.20
Project Management	0.49

#### **C.4. Existing Conditions**

After the project has begun, the State will provide the vendor with the following information.

a. Policy & Procedures

1. The State of Tennessee currently has documented policies & procedures for the following:

- (a) Failover
- (b) Disaster recovery
- (c) Application backups
- (d) Data backups
- (e) Offsite data storage
- (f) Hardware installation and implementation
- (g) Configuration Management
- (h) Access Control

These policies & procedures will need to be revised based on the new dual data center design.

b. DR Cost Model

1. The State of Tennessee currently has a disaster recovery cost model based on 4 tiers of recovery requirements. This cost model will need to be adjusted to accommodate the new classification framework.

c. Test plan for failover/disaster recovery

1. The State of Tennessee currently has disaster recovery plans based on time of recovery for applications residing in the current data center.

d. Existing Architecture Documentation

1. The “Asset & Configuration Management” project will provide updated diagrams and documentation on the current architecture.

**ATTACHMENT D****D. Asset & Configuration Management (ACM) Sub-Project – Project Management Details****D.1. Strategy Phase**

a. Requirements. The Contractor shall provide the following:

1. Asset & Configuration Management System. Develop and implement an Configuration Management Database (CMDB) and its associated life cycle processes that will serve as a long-term solution for collecting, maintaining, and updating all asset and configuration information. This solution will include but is not limited to the following:
  - i. Utilizing the State's automated application and infrastructure discovery tools to perform data collection activities in conjunction with staff interviews (application developers, system administrators, database administrators, network engineers, Service Delivery Management group, and business owners) and other viable methods for collecting the required asset and configuration data on each configuration item.
  - ii. Conducting application/system and physical topology discoveries to determine the following, but not limited to:
    - a. Operating systems
    - b. Application and database interdependencies
    - c. Inputs/outputs
    - d. Data stores
    - e. Processes and service levels specific to each application/system
  - iii. Definition of configuration items (CIs) and associated attributes.
  - iv. Populating of the CMDB with the CIs.
2. Policies & Procedures for Asset & Configuration Management Document. Develop and implement detailed processes, policies and procedures for collecting, managing, and updating asset and configuration information to include but not be limited to:
  - I. Tracking any changes throughout the duration of the migration process and as part of the long-term solution to ensure the information is current and accurate
  - II. Aligning approved policies and procedures to the automated asset and configuration management tool
3. Asset & Configuration Management Training Program. Provide on-site training for the complete discovery methodology from start to finish including uploading of information into the Remedy Asset Management module and the approved policies and procedure to manage asset and configuration information for all selective OIR staff. The training should include:
  - I. Training manuals (written and/or online documentation)
  - II. On-the-job training
  - III. Knowledge transfer
  - IV. Performance evaluations
  - V. Troubleshooting services
4. Application Discovery Document. Application Discovery - Conduct inventory of all application/systems in the development, test, and production environments to include but not be limited to:
  - I. Development/test/production environments
  - II. Infrastructure
  - III. Architecture

- IV. Application dependencies such as the following:
    - i. Application server software configuration settings (i.e. JBOSS, WebSphere, and IAS, IIS)
    - ii. Third party software
    - iii. Application coding to allow clustering
    - iv. Email
    - v. NTP
    - vi. DNS
    - vii. Authentication methods
  - V. Application interfaces with other internal/external applications
  - VI. Backup requirements
  - VII. Firewall rules (SSL, SSH, HTTP, HTTPS, FTP, etc)
  - VIII. Performance requirements
  - IX. All other application and infrastructure components associated with each application/system
5. Physical Topology Discovery Document. Conduct inventory of all Data Center equipment capturing technical and functional specifications and locations to include but not be limited to:
    - a) Hardware: Server name, model, make, serial number, CPU, RAM, disk space (local, NAS, SAN, etc), rack layout, IP addresses, MAC addresses, WWNs, State tags, power specs, and operating platforms
      - i. Hardware configuration settings for application server software to include clustering discovery and considerations for the virtual environment
    - b) Storage: SAN storage, switches, make, model, serial number, power requirements, LUNs, host groups, switch aliases and zones, and switch port assignment
    - c) Backup: Back up silos, media, tape drives, make, model, serial #, and power requirements
  6. Maintenance Agreement Confirmation Documents. Ensure hardware maintenance agreements support coverage required during the migration process avoiding non-compliance/recertification gaps.
  7. Software Licensing Discovery Report. Conduct licensing inventory and identify support agreements for all operating systems, hardware, software, and databases.
  8. Testing. Develop a comprehensive test plan and execute the plan in a test environment, to determine a) accuracy of the asset & configuration management information collected and b) the success of the collection methodology using test cases of various application types. This sampling will include but is not limited to: COTS (Commercial-Off-The-Shelf)
    - a) In-house developed
    - b) Modified commercial applications
    - c) Operating Systems and Mainframe Applications
  9. Baseline Performance Report. Measure baseline performance of all application/systems to compare hardware/software operability after relocation.
  10. Document and Implement Quality Control Management Plan. Develop and implement a plan to manage the quality of the asset and configuration management system throughout the life of the Data Center projects to include but not be limited to the following:
    - a) Assuring that Contractor quality control activities are performed and documented
    - b) Assuring the corrections identified through those activities are made timely
    - c) Assuring that the corrections identified by OIR quality reviews are made timely
    - d) Administering the Contractors' process for resolving reported problems
    - e) Collecting and reporting quality metrics for the Contractor's work activities



b. Deliverables

1. Asset & Configuration Management System
2. Policies & Procedures for Asset & Configuration Management Document
3. Asset & Configuration Management Training Program
4. Application Discovery Document
5. Physical Topology Discovery Document
6. Maintenance Agreement Confirmation Documents
7. Software Licensing Discovery Report
8. Testing
9. Baseline Performance Report
10. Document and Implement Quality Control Management Plan

c. Phase-Specific Resources – Contractor Team

1. Certified Hardware Asset Manager
  - a) 10+ Years experience with the last 7 Years in this job class
  - b) Providing but not limited to the following:
    - Hardware License and Agreements Negotiations
    - Hardware Maintenance Contract Management
    - Hardware Contract Management Techniques
    - Centralized and Decentralized Receiving Models
    - Use of PDA's/Scanners with Barcoding
    - Asset Tagging
    - Lifecycle Management - Developing IMAC Processes & Procedures
    - Inventory Management
    - Discovery & Repository Tools
    - Working with Fixed Assets
    - Redeployment of Assets
    - Disposal of Assets & Surrounding Legal Issues
    - Leased Assets
    - Organizational Influences of Managing Assets

- Systems Integration
- Measuring Success

## 2. Certified Software Asset Manager (SAM)

- 10+ Years experience with the last 7 Years in this job class
- Experience providing the following but not limited to the following:
- Software License and Agreements Negotiations
- Software Contract Management Techniques
- Advanced Software License Compliance Management
- Selecting & Implementing IT Asset Management Repositories
- Selecting & Implementing IT Configuration Discovery Tools
- Developing Strategic SAM Policies and Achieving Buy-in
- SAM Project Management Techniques
- Successful Change Management Techniques

## 3. Configuration Manager

- 10+ Years experience with the last 7 Years in this job class
- Administering configuration management process and tools
- Administering Contractor responsibilities within the change management process
- Collecting metric from these activities as required by the Quality Management Plan

## d. Phase-Specific Resources – State Team

Resource Type	FTE
Change Management Admin	0.10
Executive Director	0.25
Remedy	0.25
Project Management	0.83
Applications Manager	1.00
Backup	1.00
GroupWise	1.00
Linux	1.00
Novell	1.00
Storage	1.00
Unix	1.00
Vmware	1.00
Windows / AD	1.00
Asset Inventory	2.00

## D.2. Detailed Design Phase

### a. Requirements

**None**

- b. Deliverables

**None**

- c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

**D.3. Implementation Phase**

- a. Requirements

- b. Deliverables

- c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

**D.4. Existing Conditions**

**None**

**ATTACHMENT E****E. Network Sub-Project – Project Management Details****E.1. Strategy Phase**

- a. Requirements. The Contractor shall provide the following:
  - 1. Conceptual Design. This design shall include the high level schematic design for all requirements/deliverables within the Detailed Design Phase of this sub-project. See the Conceptual Design deliverable described in Attachment B.1.a.10.
  - 2. Conceptual Network Design. Document the proposed new data center network and security infrastructure, in both a schematic and narrative form, to include, but not limited to the following areas:
    - a. Topology
    - b. Protocols
    - c. Data circuits
    - d. Security zoning needs
    - e. Data and application architectures
    - f. SAN needs
    - g. Proposed equipment (including, but not limited to, routers, firewalls, switches, load balancers, and SSL appliances)
    - h. Connectivity
    - i. Proposed network segmentation, including Virtual Local Area Networks (VLANs)
    - j. Proposed firewall rules by segment and/or system
    - k. Proposed switch locations
    - l. Proposed application load balancing
    - m. SSL requirements
    - n. Service connections and network protocols between existing servers, systems and equipment.
  - 3. Network & Security Deployment Strategy. Document the network and security migration strategy, security deployment strategy. Written and graphical documentation of new data centers network infrastructure and security deployment strategy based on specific state requirements and industry best practices. Assist the state with defining a network infrastructure and based on specific state requirements and industry best practices.
  - 4. Network & Security Strategic Work Plan. Network & Security Strategic Work Plan to identify all strategic and design tasks and identifies and tracks all dependencies related to network and security.
- b. Deliverables
  - 1. Conceptual Design
  - 2. Conceptual Network Design
  - 3. Network & Security Deployment Strategy
  - 4. Network & Security Strategic Work Plan
- c. Phase-Specific Resources – Contractor Team
  - 1. Data Center Network & Security Technical Support

- Network & Security technical assessment and deployment experience, 5+ years
- Strong networking and security design, documentation, and deployment skills

d. Phase-Specific Resources – State Team

Resource Type	FTE
Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security/Firewall	3.00
WAN/LAN	4.00

## E.2. Detailed Design Phase

a. Requirements. The Contractor shall provide the following:

1. Current Network & Security Assessment. Develop written documentation of the current data center network and security infrastructure to include, but not limited to, baseline documentation, including schematics, on current equipment, connectivity, IP addresses, network segmentation, firewall rules by segment and/or system, switch port assignments, load balancing and SSL requirements and service connections and network protocols between existing servers, systems and equipment.
  - a. Document the current data center network and security infrastructure to include, but not limited to, schematics, current equipment, connectivity, IP addresses, network segmentation, firewall rules by segment and/or system, switch port assignments, application load balancing, remote access, and SSL requirements and service connections and network protocols between existing servers, systems and equipment. Current network equipment includes but is not limited to routers, firewalls, switches, load balancers, remote access and SSL appliances.
  - b. Document guidelines and procedures to keep the baseline network and security documentation up to date throughout the migration to the new data centers.
  - c. Utilize discovery tools to identify and document all required information related to data center network and security components.
  - d. Document firewall rules for all systems currently housed in the existing Data center and new rule sets for the new Data centers and the changes required in those rules when the individual systems are moved to the new Data centers.
  - e. Document all external connections to the data centers from the MAN, TNII, between centers, 3rd party connections, VPN connections, etc. This should include all existing data center connections that will be migrated to another location as well as new connections to facilitate complete connectivity to and between the new data centers.
  - f. Develop a detailed schedule for decommissioning current data center equipment and connections as part of the overall migration plan.
2. Change Management Procedures. Develop written documentation of guidelines and procedures to keep the baseline network and security documentation up to date throughout the migration to the new data centers.
3. Data Flow Assessment. Develop written and graphical documentation of all data flow and services for all applications at the existing data center. Document all data flow and services for all applications at the existing data center.
4. Network Monitoring and Troubleshooting Tool Recommendation. Provide recommendation and

proposed solutions for network monitoring and troubleshooting tools.

5. Develop MAN Implementation plan to create connectivity to the new data centers. Contractor will develop a detailed network design to connect the MAN to the two new data centers while maintaining connectivity to the existing data center. Update MAN documentation based on migration plan that is executed to connect it to the two new data centers.
6. Develop MAN migration schedule for connectivity from MAN to new data centers. Contractor will develop an implementation plan and migration plan to connect the MAN to two new data centers.

b. Deliverables

1. Current Network & Security Assessment
2. Change Management Procedures
3. Data Flow Assessment
4. Network Monitoring and Troubleshooting Tool Recommendation
5. MAN implementation plan to create connectivity to new data centers
6. MAN migration schedule for connectivity from MAN to new data centers

c. Phase-Specific Resources – Contractor Team

1. Data Center Network & Security Technical Support
  - Network & Security technical assessment and deployment experience, 5+ years
  - Strong networking and security design, documentation, and deployment skills

d. Phase-Specific Resources – State Team

Resource Type	FTE
Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security/Firewall	3.00
WAN/LAN	4.00

### E.3. Implementation Phase

a. Requirements. The Contractor shall provide the following:

1. Network & Security Migration Plan. Develop written documentation of the migration steps and test procedures for each system.
2. Network & Security Implementation Work Plan. Develop Network & Security Implementation Work Plan to identify all implementation & migration tasks for the enterprise deployment, external interfaces, and migration of each individual system and identifies and tracks all dependencies related to network and security implementation.
3. Network & Security Schematics. Develop detailed network and security schematics for all systems migrated to the new data centers as well as requirements for all external connections to the data centers. Document network and security migration steps and test procedures to ensure successful migration of each system into the new Data Centers. This documentation shall also

include any interim network connections or security deployments that must be implemented to facilitate the move of systems to the new data centers. Document the migrated data center network(s) and security infrastructure to include, but not limited to, schematics, current equipment, connectivity, IP addresses, network segmentation, firewall rules by segment and/or system, switch port assignments, and service connections and network protocols between existing servers, systems and equipment.

4. Network & Security Policies, Processes, and Procedures. Develop network and security policies, processes and procedures for operation of the new data centers. Document baseline network and security policies, processes and procedures [and changes to existing policies, processes, and procedures] that are required to support the new data center environments.

b. Deliverables

1. Network & Security Migration Plan
2. Network & Security Implementation Work Plan
3. Network & Security Schematics
4. Network & Security Policies, Processes, and Procedures

c. Phase-Specific Resources – Contractor Team

1. Data Center Network & Security Technical Support

- Network & Security technical assessment and deployment experience, 5+ years
- Strong networking and security design, documentation, and deployment skills

d. Phase-Specific Resources – State Team

Resource Type	FTE
DNT Procurement	0.04
Cabling Manager	0.09
Cabling	0.33
Security Lead Architect	0.78
WAN Lead Architect	0.78
WAN Manager	0.78
Security/Firewall	4.21
WAN/LAN	5.92

#### E.4. Existing Conditions

After the project has begun, the State will provide the vendor with the following information.

- a. State will provide detailed documentation on current data center core network and internal system to include:
  1. The State's current network consists of more than 300 firewalls supporting various State agencies and locations throughout the State.
  2. The State's existing data center maintains over 1,100 passport connections on a consistent basis. These connections include items such as servers, firewalls, and other network appliances.
  3. Current bandwidth consists of the following point-to-point to full DS3s; 10-250 Mbps Metro-Es; and wavelength services to include DWDM.

- b. After the project has begun the State will provide detailed documentation on current external connections to the data center such as :
  - 1. Vendor connections
  - 2. VPN's
  - 3. Internet
  - 4. Complete documentation of the downtown Nashville MAN
  - 5. TNII
  - 6. Public IP Addressing scheme
  - 7. Private IP Addressing scheme
  - 8. NAT/PAT
  - 9. Disaster Recovery Connections
  - 10. DNS/DHCP
- c. After project has begun, the State will provide detailed documentation on current network and security policies, processes and procedures.



**ATTACHMENT F****F. Operations Management (OM) Sub-Project – Project Management Details****F.1. Strategy Phase****a. Requirements.** The Contractor shall provide the following:

1. Conceptual Design. This design shall include the high level schematic design for all requirements/deliverables within the Detailed Design Phase of this sub-project. See the Conceptual Design deliverable described in Attachment B.1.a.10.
2. Best Practice Recommendation. Develop a comprehensive best practice recommendation based on ITIL or Industry Standards for an enterprise Command Center. Written recommendation report including: Remote management/control of complex mainframe and distributed environment, remote monitoring , control and troubleshooting of Change & Maintenance Management, LAN/MAN/WAN, Security, servers and databases:
  - Practices
  - Pros & cons
  - Training
  - Implementation
3. Conceptual Command Center Layout. Devise and create a detailed layout and plan of an Operations Command Center. Creation of a high level document based on best practice ITIL or Industry Standard Command Center organization and functions designed to control a minimally staffed organization providing network support, computer services, change maintenance and control and security for a 24X7 operation. Develop a single line Microsoft Visio drawing of the Command Center showing functional locations and placement of equipment. Layout would address location of each function, number of positions to accomplish job interrelation & interfaces both procedurally, physically and electronically
4. Conceptual Security Tool Improvement. Perform an analysis of the existing security duties defined for the Command Center. Address responsibilities, existing skills, training and timing for growth of this function. Develop comprehensive written assessment for security incident correlation tools.
5. Technology & Relocation Recommendation. Review, research and recommend suitable technologies to assist in the creation/move of the command Center and to minimize Command Center downtime during the physical move. Provide written recommendations on suitable technologies and practices to assist in the creation/move of the command Center and ways to minimize downtime during the relocation of the Command Center to the new Data Center building.
6. Relational Description. Develop functional description and relationship with other portions of both the Command Center and OIR organizations outside of the Command Center. Functional description, relationship, and lines of authority with other portions of both the Command Center and OIR organizations outside the command center that shall include a written recommendation for lines of authority for Command Center staffing and discussion of matrix management of 2nd level problem resolution staff practices, including pros and cons.
7. Strategy Gap Analysis. Provide a written comprehensive report outlining recommendations and description for a Gap Analysis for ‘as is” to “to be” Command Center.

**b. Deliverables**

1. Conceptual Design

2. Best Practice Recommendation
  3. Conceptual Command Center Layout
  4. Conceptual Security Tool Improvement
  5. Technology & Relocation Recommendation
  6. Relational Description
  7. Strategy Gap Analysis
- c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

- d. Phase-Specific Resources – State Team

<b>Resource Type</b>	<b>FTE</b>
Cabling	0.05
Production Control	0.05
Telephone	0.05
TNII	0.05
Change Control & Performance Management	0.10
Network	0.10
Server/Database	0.10
Visual Audio	0.13
Security	0.23
HP Openview	0.25
NOSC	0.25
Remedy	0.30
Project Manager	0.95
Management	0.95

## **F.2. Detailed Design Phase**

- a. Requirements. The Contractor shall provide the following:
1. Process Documentation. Create a comprehensive migration plan to include all entities impacted by migration (OIR, Agency, Vendor) that ensures business continuity and minimal down time. Accurately predict the impact of Command Center move for end-users. Develop a detailed written report on suitable technologies to assist in the creation/move of the Command Center and ways to minimize downtime during the relocation of the Command Center to the new Data Center Building. Convert best practice recommendation into Command Center processes.
  2. Detailed Command Center Layout. Create a detailed Command Center layout of recommended equipment placement, possible configurations, system interfaces with a full bill of materials for all positions, computers, hardware, software, audio visual situational awareness, phone and annunciation systems keyed to existing state contractual vehicles. This layout shall consider operations personnel to function in an ergonomically and efficient environment while improving the performance and reliability.
  3. Detailed Security Tool Improvement. Develop detailed comprehensive written assessment for security incident correlation tools, troubleshooting and remote problem resolution based on those

correlation tools. Develop a gap analysis of existing skills of security staff with functional requirements of proposed Command Center security improvement as well as a written plan that addresses additional skills and training that are needed.

4. Detailed Relational Description. From the Review, research and recommend suitable technologies to assist in the creation of the Command Center and provide the detail for those technologies and implementation. This written description shall include lines of authority for Command Center staffing and discussion of matrix management of 2nd level problem resolution staff practices, including pros and cons.
  5. Standard Operational Procedures. Develop standard operational procedure documentation of each functional position of the Command Center. Produce written set of Standard Operating Procedures for each functional position in the Command Center which shall include:
    - a. Security
    - b. Change Control
    - c. Production Control
    - d. Network
    - e. Servers
  6. Situation Room Layout. Create detailed design for situation room including Audio Visual and related equipment. Detailed Microsoft Visio design and suggested list of materials for situation room including Audio Visual equipment accompanied with installation details based on the existing Tennessee contracts.
  7. Notification Web Tool Recommendation. Recommend ITIL or industry standard problem/situation notification system as a web based product to address problems, impact, and standard notification.
  8. Design Gap Analysis. Detailed Gap Analysis written report for 'as is" to "to be" Command Center.
- b. Deliverables
1. Process Documentation
  2. Detailed Command Center Layout
  3. Detailed Security Improvement
  4. Detailed Relational Description
  5. Standard Operational Procedures
  6. Situation Room Layout
  7. Notification Web Tool Recommendation
  8. Design Gap Analysis
- c. Phase-Specific Resources – Contractor Team
1. One (1) Command Center Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of command center methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project Server and SharePoint
- Proficient in simplifying and standardizing complex business processes and IT systems.
- Must be organized, have an eye for detail, and be able to put ideas into tangible form
- Able to designs complex systems at the component level, makes strategic technology choices, and directly supervises the quality of designs and implementation inside and between components Influence development managers to insure appropriate levels of quality on owned architecture(s).
- Providing guidance on open source solutions, industry best practices, and technical trends
- Familiarity with operation of complex enterprise level command centers including network, security, data systems and change control

#### A.5.a.d. Phase-Specific Resources – Contractor Team

Resource Type	FTE
Telephone	0.01
Production Control	0.02
TNII	0.02
Cabling	0.03
Security	0.03
Change Control & Performance Management	0.04
Network	0.08
HP Open view	0.10
Server/Database	0.10
Visual Audio	0.21
Remedy	0.24
NOSC	0.26
Stakeholder	0.70
Project Manager	0.95

### F.3. Implementation Phase

#### a. Requirements

**None**

#### b. Deliverables

**None**

#### c. Phase-Specific Resources – Contractor Team

**No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.**

### F.4. Existing Conditions

#### a. Operational IHD and limited NOSC

#### b. Remedy IT Service Management

**c. Remedy Change Management Module****d. Remedy Asset Module**

1. Remedy IT Service Management for the Enterprise is a suite of applications from BMC Software that integrates and automates IT service and support. Remedy Help and Service Desk, Remedy Change Management, Remedy Asset Management and Remedy Service Level Management Modules work together as a suite offering. The software provides a shared workflow with a consistent user interface, and a common platform.
2. The state currently has a group of Administrators for the Remedy database as well as analysts and programmers that modify and enhance the system as needs arise.

**e. HP Open View –**

1. Network Node Manager (NNM) used to monitor network devices throughout the State for availability and performance
2. HP Open View Operations (OVO) used to report data from agents (located on servers) and process messages from NNM for presentation to the Network Operations personnel
3. HP Open View Internet Services (OVIS) used to monitor Web-based service for availability and performance

**f. Cisco Works****g. DNS and DHCP Management**

1. A list of security tools will be provided after project has begun.

**ATTACHMENT G****G. Physical Move & Migration Sub-Project – Project Management Details****G.1. Strategy Phase**

- a. Requirements. The Contractor shall provide the following:
  - 1. Conceptual Design. This design shall include the high level schematic design for all requirements/deliverables within the Detailed Design Phase of this sub-project. See the Conceptual Design deliverable described in Attachment B.1.a.10.
  - 2. Vendor Move Requirements. Develop written documented detailed vendor requirements related to the movement and recertification of data center equipment. Determine vendor requirements related to the movement and recertification of data center equipment. Identify and make recommendations to minimize downtime during the physical move. Determine who accepts liability during the actual move of equipment.
  - 3. Conceptual Test plan for failover/disaster recovery. Produce a written test plan containing detailed information necessary to perform failover/disaster recovery for all types of applications/data contained within the data centers. It shall include but is not limited to the following information: Disaster Types and or Triggers, Test Cases for each, Detailed Procedures and Processes for each, and recommendations on who, what, when, where and how the Test Plan will be tested going forward after Data Centers are functional.
- b. Deliverables
  - 1. Conceptual Design
  - 2. Vendor Move Requirements
  - 3. Conceptual Test plan for failover/disaster recovery
- c. Phase-Specific Resources – Contractor Team
  - 1. Technical Specialists / Subject Matter Experts
    - a. 10+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 5 years
    - b. Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking and Disaster Recovery
    - c. Strong Verbal and Written Communication Skills
- d. Phase-Specific Resources – State Team

<b>Resource Type</b>	<b>FTE</b>
Project Management	0.83
Director	1.00

**G.2. Detailed Design Phase**

- a. Requirements. The Contractor shall provide the following:
  - 1. Move/Migration Process and Migration Plan. Develop a written documented all-inclusive formal process that encompasses the movement and migration of all systems from start to finish to include but not limited to the following;

- a. Create a migration methodology and systematic process for each platform utilizing appropriate technical solutions. (Virtualization, replication, physical move, etc.)
  - b. Review, research and recommend suitable technologies to assist in the move/migration of data and applications. Utilize test sites (Metro DR, vendor supplied, or new data center facilities) as test labs for the recommended solutions, where appropriate
  - c. Apply lessons learned from test plans, Metro DR site and actual implementations of applications to actual migration plan.
  - d. Coordinate with all affected agencies on additional servers to move and or virtualize within the new data centers.
  - e. Determine how equipment will be physically moved ensuring certification is maintained (using vendor(s) where appropriate).
  - f. Create a comprehensive migration plan to include all entities impacted by migration (OIR, Agency, Vendor, etc.) that ensures business continuity and minimal down time.
  - g. Define location of each application component within "To Be" architecture of New Data Centers, taking into consideration application and data classification requirements.
2. Architecture Gap Analysis. Develop a written documented Gap Analysis of "as is" (Asset Management & Configuration project) to "to be" (Application & Data Architecture Project) architecture. Identify the non-compliant applications/systems and define associated migration. Define application grouping for migration plan to ensure interdependencies are maintained. Develop a Gap Analysis for "as is"(Asset Management & Configuration project) to "to be" (Application & Data Architecture Project) architecture and migration plan
  3. Test plan for application migration/move. Develop a detailed Test plan for each application migration/move. Identify appropriate agency & OIR resources for test and migration of each application. Develop and implement a detailed Test plan for each application migration.
  4. Impact Analysis. Develop a written documented accurate and detailed impact analysis assessing the impact of the system move on the end users. Accurately predict the impact of data center move/migration on end-users.
  5. Test plan for failover/disaster recovery. Produce a written test plan containing detailed information necessary to perform failover/disaster recovery for all types of applications/data contained within the data centers. It shall include but is not limited to the following information: Disaster Types and or Triggers, Test Cases for each, Detailed Procedures and Processes for each, and recommendations on who, what, when, where and how the Test Plan will be tested going forward after Data Centers are functional.
- b. Deliverables
1. Move/Migration Process and Migration Plan
  2. Architecture Gap Analysis
  3. Test plan for application migration/move
  4. Impact Analysis
  5. Test plan for failover/disaster recovery

c. Phase-Specific Resources – Contractor Team

1. Technical Specialists / Subject Matter Experts

- a. 10+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 5 years
- b. Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking and Disaster Recovery
- c. Strong Verbal and Written Communication Skills

d. Phase-Specific Resources – State Team

Resource Type	FTE
Backup	0.60
DBA	0.60
Linux	0.60
Novell	0.60
Programmer / Middle Tier	0.60
Storage	0.60
Unix	0.60
VMWare	0.60
Windows / AD	0.60
Project Management	0.78
Director	0.84
Network	0.60

### G.3. Implementation Phase

a. Requirements. The Contractor shall provide the following:

1. Check List. Develop a completed check list of the destination datacenter architecture for each system/application to include but not limited to proper rack, power, HVAC, cabling, and data configuration, etc.
2. Backup Verification Report. Document the certification of successful backups for all applications and data prior to move/migration.
3. Monitoring Report. Develop a detailed monitoring report of the moving of equipment and migration of applications and data showing compliance and or noncompliance with the "Move Process".
4. Manage and Monitor Move/Migration. Manage and monitor the physical move and/or logical migration of all systems from the existing data center into the appropriate data center based upon Migration Plans previously defined. The management of the move/migration will adhere to Best Practices for this type of data center move/migration. The planning, managing, and monitoring of the move/migration will be performed in accordance with the approved process and procedures of this project. The managing and monitoring of the move/migration will be performed in a manner and at a time that will provide the least impact to the users of each system.
5. Final Implemented Architecture Documentation. Develop detailed diagrams and descriptions including diagrams of the final location and configuration of all systems/applications migrated to the data centers.

b. Deliverables

1. Check List
2. Backup Verification Report



3. Monitoring Report
  4. Manage and Monitor Move / Migration
  5. Final Implemented Architecture Documentation.
- c. Phase-Specific Resources – Contractor Team
1. Technical Specialists / Subject Matter Experts
    - a. 10+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 5 years
    - b. Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking and Disaster Recovery
    - c. Strong Verbal and Written Communication Skills
- d. Phase-Specific Resources – State Team

<b>Resource Type</b>	<b>FTE</b>
Backup	0.50
DBA	0.50
Linux	0.50
Novell	0.50
Programmer / Middle Tier	0.50
Storage	0.50
Unix	0.50
Vmware	0.50
Windows / AD	0.50
Director	0.60
Project Management	0.71

**G.4. Existing Conditions**

**None**

**ATTACHMENT H**

H. Contractor Key Personnel

**[PRIOR TO CONTRACT APPROVAL THE STATE WILL TRANSCRIBE THE NAMES OF SPECIFIC CONTRACTOR KEY PERSONNEL FROM THE CONTRACTOR'S RESPONSE TO RFP ATTACHMENT 6.3, SECTION B, ITEM B.11, HERE.]**

**ATTACHMENT 6.2****PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

**PROPOSER LEGAL ENTITY NAME:**

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:**  
(or Social Security Number)

**The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma Contract*.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

**PRINTED NAME:**

**DATE:**

**SIGNATURE &  
TITLE:**

Signature

Title

## ATTACHMENT 6.3

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION A</b>			
<b>PROPOSER NAME:</b>			
<b>RFP COORDINATOR NAME:</b>		<b>DATE:</b>	
<b>RFP COORDINATOR SIGNATURE:</b>			
<b>SECTION A — MANDATORY REQUIREMENTS</b>			
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal copies and Cost Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO cost data.</li> <li>▪ Proposer did NOT submit alternate proposals.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”).</p> <p><b>NOTICE:</b> In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>			

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p><b>A.1</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><b><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></b></p>	
	<p><b>A.2</b> Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> <li>▪ a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing</li> <li>▪ two current written, positive credit references, in the form of</li> </ul>	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months; submission of the credit bureau report number without the report is insufficient</p> <ul style="list-style-type: none"> <li>▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00)</li> <li>▪ a letter of commitment from a financial institution (signed by an authorized agent of the financial institution and detailing the Proposer's name) for a general line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00)</li> </ul>	
	<p><b>A.3</b> Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><b><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></b></p>	
	<p><b>A.4</b> The proposer must have successfully completed a project of similar size and complexity for a large mission-critical data center. As evidence of meeting this requirement, the proposer shall provide a list of client(s) meeting the above criteria. For each client, the list shall include the name of the client, description of the project, and the completion date (month/year) of the project.</p>	
	<p><b>A.5</b> The proposer must have successfully completed the design and planning for a state-of-the-art Command Center. As evidence of meeting this requirement, the proposer shall provide a list of client(s) meeting the above criteria. For each client, the list shall include the name of the client, a description of the project, and the completion date (month/year) of the project.</p>	
	<p><b>A.6</b> The proposer's yearly total revenue for <b>one</b> (1) of the past three (3) years must have exceeded Ten Million Dollars (\$10,000,000). As evidence of meeting this requirement, the proposer shall provide an income statement (audited or unaudited) for the year meeting the requirement.</p>	

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.1</b> Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	<b>B.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	<b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	<b>B.4</b> Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	<b>B.5</b> Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	<b>B.6</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	<b>B.7</b> Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.8</b> Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	<b>B.9</b> Describe the Proposer organization's number of employees, client base, and location of offices.
	<b>B.10</b> Provide a narrative description of the proposed project team, its members, and organizational structure.
	<b>B.11</b> Provide a personnel roster and resumes of Key Personnel who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person). The resumes shall detail each individual's title, education, current position with the Proposer, and employment history. In addition, provide an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	<b>B.12</b> Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p><b>B.13</b> Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> <li>▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises</li> <li>▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> <li>○ contract description and total value</li> <li>○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability)</li> <li>○ contractor contact and telephone number</li> </ul> </li> <li>▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)</li> <li>○ descriptions of anticipated contracts</li> <li>○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated</li> </ul> </li> <li>▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability</li> </ul> <p><b><i>Proposers that demonstrate a commitment to diversity will advance State</i></b></p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p><b><i>efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></b></p>
	<p><b>B.14</b> Provide at least three (3), <u>but no more than six (6)</u>, customer references for similar projects. At least one (1) of these references must be for the Proposer submitting a proposal under this RFP (the Prime Contractor). If the Proposer is using one or more subcontractors, the Proposer must provide at least one (1) reference for each subcontractor proposed. To the extent possible, these references should be selected to represent projects of similar size and complexity to the project described in this RFP.</p> <p>All references submitted must be for projects either currently underway, or, if the project is complete, it must have been completed within the last five (5) years.</p> <p>The Proposer may NOT submit more than six (6) Prime Contractor references in response to this section. If the Proposer does submit more than six Prime Contractor references, the State will <u>randomly</u> select six for evaluation purposes. Note that for purposes of applying this limit, State of Tennessee and subcontractor references are not included in the count. State of Tennessee and subcontractor references, if any, are in <u>addition</u> to the Prime Contractor references provided.</p> <p>As long as the Proposer meets the requirements stated above, the Proposer may submit any combination or number of references for itself and its subcontractors, that the Proposer believes best represents the qualifications of the Proposer's project team.</p> <p>The references shall be provided to the State in the form of a questionnaire that has been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.7. The Proposer must use the State-provide form, or an exact duplicate thereof.</p> <p>The Proposer will be solely responsible for obtaining the fully completed reference check questionnaires, and for including them with the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaires, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> <li>1. Proposer makes an exact duplicate of the State's form, as it appears in RFP Attachment 6.7;</li> <li>2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope;</li> <li>3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within the sealed Technical Proposal.</li> <li>4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer will <u>not</u> open them. Instead, the Proposer will enclose</li> </ol>



Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<p>all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes.</p> <p>5. The State will base its reference check evaluation on the contents of these envelopes. <u>The State will not accept late references or references submitted through any other channel of submission or medium, whether written, electronic, verbal, or otherwise.</u></p> <p>6. The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information</p> <p><b><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></b></p>	
(Maximum Section B Score = 40)		
<b>SCORE (for <u>all</u> Section B items above, B.1 through B.14):</b>		

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			

### SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

In response to requirements C.1 through C.6 below, the proposer is not required to provide examples of deliverables as a part of the proposal. The State is requiring that the proposer to describe in detail how these deliverables and requirements would be successfully accomplished. Please limit response to 40 pages for each Technical Approach items listed below.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.1</b> Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule for Attachment B, Global Data Center Migration Planning Project.		<b>50</b>	
	<b>C.2</b> Provide a narrative that illustrates how the Proposer would manage Configuration Management including automated tool(s) for discovery and on-going maintenance. Include examples of how the Proposer has successfully accomplished this in prior projects.		<b>75</b>	
	<b>C.3</b> Provide a narrative that illustrates the Proposer's understanding of the State's requirements for Systems and Network Architecture and design including Security, Access Control, Disaster Recovery, Data Replications, Systems & Data Classification & Network Requirements and Enterprise Command Center. Include examples of how the Proposer has successfully accomplished this in prior projects.		<b>75</b>	
	<b>C.4</b> Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule for Attachment F, Operations		<b>50</b>	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	Management Sub-Project. This should include how the Proposer would incorporate best practices in the proposed Command Center. Include examples of how the Proposer has successfully accomplished this in prior projects.			
	<b>C.5</b> Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule for Attachment G, Physical Move & Migration Sub-Project. This should include how the Proposer would coordinate with multiple agencies, manage downtimes, plan for systems with multiple interfaces and avoid downtimes for mission critical systems that operate 24 x 7. Include examples of how the Proposer has successfully accomplished this in prior projects.		<b>75</b>	
	<b>C.6</b> The Proposer must submit a Preliminary Master Project Work Plan, as described in RFP Attachment 6.1, Pro Forma Contract Section A.4.a. This Work Plan must present the Proposer's approach to meeting the milestone dates listed in Attachment 6.1, Pro Forma Contract Section A.11. <b>WARNING: Do not include any cost information in any work plan.</b>		<b>50</b>	
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>				
<b>Total Raw Weighted Score</b> <hr/> <b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>				
<b>X 20</b> <i>(maximum section score)</i>				
<b>= SCORE:</b>				

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D			
PROPOSER NAME:			
EVALUATOR NAME:		DATE:	
EVALUATOR SIGNATURE:			
SECTION D — ORAL PRESENTATION			
<p>The Proposer must address ALL areas below during the Oral Presentation. A presentation agenda and script are provided in RFP Attachment 6.6.</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the Proposer's presentation in each area. The Evaluators will score each section of the Oral Presentation, assigning it a score between 0 (zero) and the Maximum Score shown below.</p>			
Demonstration Area		State Use ONLY	
		Maximum Score	Evaluator's Score
D.1	Vendor Introductions	N/A	N/A
D.2	Global Data Center Migration Planning Project Presentation	50	
D.3	Application and Data Architecture (ADA) Presentation	50	
D.4	Asset & Configuration Management Presentation	50	
D.5	Network Presentation	50	
D.6	Operations Management Presentation	50	
D.7	Physical Move & Migration Presentation	50	
MAXIMUM POSSIBLE SCORE = 300		SCORE =	
Section D Raw Score _____ Maximum Raw Score		x 10 ( <i>maximum section score</i> ) = SECTION D SCORE:	

**ATTACHMENT 6.4, PART A**

<b>COST PROPOSAL &amp; SCORING GUIDE</b>			
<b>NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.</b>			
<b>PROPOSER NAME:</b>			
<b>SIGNATURE &amp; DATE:</b>			
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Cost Proposal and Scoring Guide SHALL attach evidence showing the Signatory's authority to bind the Proposer.</i>			
<b>COST PROPOSAL SCHEDULE</b>			
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.</p> <p>In the Cost Proposal tables below, the Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer should <u>not</u> leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank required Proposed Cost cell as zero (0).</p>			
<b>PART A – GLOBAL AND SUB-PROJECT COSTS</b>			
<p><b>The State will reject any Proposal with a Part A - Evaluation Cost Amount greater than four million dollars (\$4,000,000).</b></p> <p>For each Global Data Center Migration Planning Project ("Global Project") and Sub-Project listed below, the Proposer shall propose a single, total cost for providing the entire scope of services, including all deliverables, expenses, and tasks, associated with that Global Project or Sub-Project, as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services. Each Global Project and Sub-Project has been divided into three phases: Strategy, Detailed Design, and Implementation. Each phase within each Global Project and Sub-Project may have from zero, one, or more deliverables associated with that phase. For compensation purposes, after a contract is awarded pursuant to this RFP and prior to Contract approval, the State will calculate the specific payment amounts for the Global Project or Sub-Project's deliverables by dividing up the Proposed Costs below, using the payment percentages detailed in Contract Section C.3.c, Payment Methodology, items C.3.c.i through C.3.c.vi.</p> <p><b>IMPORTANT NOTE:</b> The Network Sub-Project is deemed by the State to be desirable, but not necessary to the success of the project. Therefore, the State reserves the right to remove this Sub-Project from the Contract, in whole or in part by phase or deliverable(s), after the award has been made, prior to the Contract signature process.</p>			
Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Global Data Center Migration Planning Project Cost		1	
ADA Sub-Project Total Cost		1	
ACM Sub-Project Total Cost		1	
Network Sub-Project Total Cost		1	
OM Sub-Project Total Cost		1	
PhysM Sub-Project Total Cost		1	
<b>Part A – Evaluation Cost Amount:</b> (sum of all weighted cost amounts above)			

## ATTACHMENT 6.4, PART B

## COST PROPOSAL &amp; SCORING GUIDE

**NOTICE TO PROPOSER:** This Cost Proposal **MUST** be completed **EXACTLY** as required.

**PROPOSER NAME:**

**SIGNATURE & DATE:**

**NOTE:** The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Statement of Certifications and Assurances **SHALL** attach evidence showing the Signatory's authority to bind the Proposer.

### COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing consulting services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services Section A.10. for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

For each consulting role listed in the table below, the Proposer shall enter an hourly rate for each of the three years of the contract term. The Proposer may vary the hourly rate from year to year; however, the Proposer may not propose a range of hourly rates in any single Proposed Cost cell. The Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer should not leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank required Proposed Cost cell as zero (0).

Descriptions of the Consulting Services and details about each role, including the required experience levels, appear in Contract Section A.10.

### PART B – CONSULTING SERVICES COSTS

Cost Item Description	Proposed Cost Per Hour			State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Sum	Weight	Weighted Cost
Project Manager					100	
Deputy Project Manager					50	
Business Analyst					25	
Technical Architect					50	

<b>PART B – CONSULTING SERVICES COSTS</b>						
<b>Cost Item Description</b>	<b>Proposed Cost Per Hour</b>			<b>State Use ONLY</b>		
	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Sum</b>	<b>Weight</b>	<b>Weighted Cost</b>
Network Architect					50	
Documentation Expert					25	
Certified Hardware Asset Manager					50	
Certified Software Asset Manager (CSAM)					50	
Configuration Manager					75	
Network Technical Support					50	
Network Security Technical Support					50	
Network Project Manager					50	
Data Center Network & Security Technical Support					50	
Technical Specialists / Subject Matter Experts					50	

PART B – CONSULTING SERVICES COSTS						
Cost Item Description	Proposed Cost			State Use ONLY		
	Year 1	Year 2	Year 3	Sum	Weight	Weighted Cost
Network Security Architect					50	
System Administrators					50	
Command Center Architect					25	
Data Center Network & Security Technical Support					25	
<b>Part B - Evaluation Cost Amount:</b> <i>(sum of all weighted cost amounts above)</i>						

<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>	<b>TOTAL EVALUATION COST = PART A COST + PART B COST</b>	
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$\frac{\text{Lowest Total Evaluation Cost Amount from all Proposals}}{\text{Total Evaluation Cost Amount Being Evaluated}}$	<b>X 30</b> <i>(maximum section score)</i>	<b>= SCORE:</b>	
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## PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 40	<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>TECHNICAL APPROACH</b> Maximum Points: 20						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>ORAL PRESENTATION</b> Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>COST PROPOSAL</b> Maximum Points: 30	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>PROPOSAL SCORE</b> Maximum Points: 100	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	

## Data Center Migration Planning Agenda for Oral Presentation

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8:30 – 8:40 am	Introductions and Executive Summary	10 minutes
8:40 – 8:50 am	Global Data Center Migration Planning Project Presentation	10 minutes
8:50 – 9:10 am	Application & Data Presentation	20 minute
9:10 – 9:30 am	Asset & Configuration Management Presentation	20 minutes
9:30 – 9:50 am	Network Presentation	20 minutes
9:50 – 10:00 am	Break	10 minutes
10:00 – 10:20 am	Operations Management Presentation	20 minutes
10:20 – 10:50 am	Physical Move & Migration Presentation	30 minutes
10:50 – 11:10 am	Questions & Answers	20 minutes
11:10 – 11:30 am	Wrap-up	10 minutes

OR:

1:30 – 1:40 pm	Introductions and Executive Summary	10 minutes
1:40 – 1:50 pm	Global Data Center Migration Planning Project Presentation	10 minutes
1:50 – 2:10 pm	Application & Data Presentation	20 minutes
2:10 – 2:30 pm	Asset & Configuration Management Presentation	20 minutes
2:30 – 2:50 pm	Network Presentation	20 minutes
2:50 – 3:00 pm	Break	10 minutes
3:00 – 3:20 pm	Operations Management Presentation	20 minutes
3:20 – 3:50 pm	Physical Move & Migration Presentation	30 minutes
3:50 – 4:10 pm	Questions & Answers	20 minutes
4:10 – 4:30 pm	Wrap-up	10 minutes

# Data Center Migration Planning

## **Introductions and Executive Summary (10 minutes)**

1. Based upon your current understanding of the State of Tennessee's Data Center Migration Planning, provide an executive summary of how your company can help the State with this project. Include how your company is differentiated through its Team. Include the following
  - Job descriptions
  - Resumes or Introductions of Key Staff

## **Global Data Center Migration Project Presentation (10 minutes)**

2. Provide narrative explaining how you will fulfill the following requirements:
  - Creating Project Plan
  - Creating Extensive Communications Plan
  - Developing Risk Plan
  - Develop a thorough Master Project Work Plan
  - Develop a Change Management Plan

## **Application & Data Management Presentation (20 minutes)**

3. Provide narrative explaining how you will fulfill the following requirements using experience gained and lessons learned from previous projects:
  - Design cost effective, maintainable, flexible, highly available, redundant, and secure enterprise architecture.
  - Design enterprise architecture for dual data centers including; replication, storage, and failover/disaster recovery technologies.

## **Asset & Configuration Management Presentation (20 minutes)**

4. Provide narrative explaining how you will fulfill the following requirements using experience gained and lessons learned from previous projects:
  - Develop and implement an information collection methodology that will serve as a long-term solution to collecting, maintaining, and updating all asset and configuration information
  - Develop and implement detailed processes, policies and procedures for collecting, managing, and updating asset and configuration information, including how a discovery tool would be deployed and how procedures would be developed for on-going maintenance.
  - Conduct inventory of all application/systems in the development, test, and production environments

## **Network Presentation (20 minutes)**

5. Provide narrative explaining how you will fulfill the following requirements using experience gained and lessons learned from previous projects:
  - Assist the state with defining a network infrastructure and based on specific state requirements and industry best practices.

## **Operations Management Presentation (20 minutes)**

6. Provide narrative explaining how you will fulfill the following requirements using experience gained and lessons learned from previous projects:
  - Develop a comprehensive best practice recommendation.

- Create a comprehensive migration plan to include all entities impacted by migration (OIR, Agency, Vendor) that ensures business continuity and minimal down time. Accurately predict the impact of Command center move for end-users
- Layout and Implementation of an Operations Command Center controlling a complex enterprise
- Approach to blending level 1 & 2 incident response for network, computer systems, and security into an overall enterprise & systematic approach to operations

### **Physical Move & Migration Presentation (30 minutes)**

7. Provide narrative explaining how you will fulfill the following requirements using experience gained and lessons learned from previous projects:

- Determine vendor requirements related to the movement and recertification of data center equipment.
- Identify and make recommendations to minimize downtime during the physical move
- Design and document an all-inclusive formal process that encompasses the movement and migration of systems from start to finish
- Create a migration methodology and systematic process for each platform utilizing appropriate technical solutions. (Virtualization, replication, physical move, etc.)
- Determine how equipment will be physically moved ensuring certification is maintained (using vendor(s) where appropriate)
- Define, implement and configure servers required for the migration to the two new data centers utilizing available State resources as well as providing necessary supplemental staffing.
- Pilot the move/migration and revise process based on lessons learned, maintain accurate documentation of process at all times.
- Verify successful backups for all applications and data prior to move/migration
- Coordinate and move/migrate applications & data to the appropriate location in the two new data centers.
- Monitor the moving of equipment and migration of applications & data to ensure compliance with the "Move Process"

### **Questions & Answers (20 minutes)**

Question and answer sessions.

### **Wrap-up (10 minutes)**

The Proposer shall summarize their proposal. What are the key success factors that the Proposer has included that will lead to a successful implementation? Why the solution is proposed the best value for the State?

Reference Information Questionnaire

**STATE OF TENNESSEE  
APPLICANT SERVICES SOFTWARE AND SERVICES  
RFP # 317.03-165, ATTACHMENT 6.7  
REFERENCE INFORMATION QUESTIONNAIRE  
REGARDING SOFTWARE AND SERVICES**

Proposer's Name (Vendor): \_\_\_\_\_

Reference (Client Organization) Name:

\_\_\_\_\_

Person Responding To This

Request for Reference Information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature (**MUST BE THE SAME AS THE SIGNATURE  
ACROSS THE ENVELOPE SEAL**)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email)

Date Reference Form Was Completed: \_\_\_\_\_

NOTE: Complete responses to the items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

A. Please describe the consulting work the vendor has provided for your company.

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Are there other services you would purchase from the vendor in the future? If so, please list.

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B. Please indicate the dates this vendor provided implementation services for your company.

From:		Through:	
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C. Please rate your level of agreement with the following questions, and note any comments.

**IMPORTANT:** If you mark disagree, please provide an explanation of your response.

Evaluation Question	Agree <span style="font-size: 0.8em;">→</span> Disagree Strongly <span style="font-size: 0.8em;">→</span> Strongly
1. We negotiated an equitable contract with the vendor, with the terms and conditions that were important to us. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. The vendor has been responsive when there have been issues or problems with the contract. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. We are satisfied with the level of expertise of the staff. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Evaluation Question	Agree → Disagree Strongly → Strongly
4. The vendor's solution(s) is/are meeting our business needs. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. The vendor has a sound project management methodology, using a comprehensive set of tools, processes and templates. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. The vendor assigned the right number of vendor personnel with the right skills for the right amount of time to our project. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7. The vendor was able to complete the project on time and within budget. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. The vendor has been responsive when there have been issues or problems post-production. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9. Knowing what we know now, we would make the same decision to use this vendor for this product and these services. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

10. What other advice do you have for the State of Tennessee?